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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

1050 WEST COLUMBIA CONDOMINIUM  
ASSOCIATION, an Illinois non-profit  
organization; RBB2, LLC, a California  
limited liability company; MJM VISIONS,  
LLC, a California limited liability company;  
and KAY-KAY REALTY, CORP., an  
Arizona corporation, individually and on  
behalf of all others similarly situated,

*Plaintiffs,*

v.

CSC SERVICEWORKS, INC., a Delaware  
corporation,

*Defendant.*

No. 2019-CH-07319

Honorable Sophia H. Hall

Calendar 14

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF MOTION  
FOR FINAL APPROVAL OF AMENDED CLASS ACTION SETTLEMENT**

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Allison Grande, *Plaintiffs Firm Edelson Brings Privacy Prowess To SF*,  
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Fed. Trade Comm'n, *Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns*,  
[https://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class\\_action\\_fairness\\_report\\_0.pdf](https://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class_action_fairness_report_0.pdf) .....23

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*Law360 Names Practice Groups Of The Year 2020*,  
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## I. INTRODUCTION

The Court preliminarily approved an Amended Settlement in this matter resolving claims that Defendant CSC ServiceWorks, Inc. (“CSC”)—the country’s largest laundry machine and services provider to multi-unit property owners—improperly deducted an “Administrative Fee” from Plaintiffs’ gross laundry room collections.<sup>1</sup> The Amended Settlement was reached after years of adversarial litigation and negotiations overseen by a third-party neutral, the Hon. James F. Holderman (Ret.). The relief the Amended Settlement secures is outstanding. Settlement Class Members stand to receive (i) half of their share of the Administrative Fee, *i.e.*, 50% of their maximum possible recovery at trial; (ii) the suspension of the Administrative Fee for eligible accounts; (iii) a rate freeze of the Administrative Fee for two years following final approval; and (iv) CSC’s waiver of almost \$200 million in outstanding debts and uncompensated expenses that it contends it is entitled to (and has sued some Settlement Class Members in an attempt to recover). CSC must also disclose key details about the Administrative Fee in leases going forward.

With these benefits, it is no surprise that after the Supplemental Notice program—which was overseen by a third-party administrator and reached approximately 98.9% of the Settlement Class—the Settlement Class’s reaction was overwhelmingly positive, **did not draw a single objection, and returned a low percentage (about a quarter of one percent) of opt-outs.** Including those who sent in claims in connection with the initial settlement, nearly 11,000 Settlement Class Members submitted claims and stand to receive 50% of their share of the Administrative Fees that they paid (in addition to the Amended Settlement’s other benefits).

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<sup>1</sup> A copy of the Parties’ Stipulation of Amended Class Action Settlement (the “Amended Settlement”) is attached as Exhibit 1. Unless otherwise specified, all capitalized terms have the meaning ascribed to them in the Amended Settlement.

The Settlement Class Members’ near-universally positive responses and the total lack of opposition reflect that the Amended Settlement is fair, reasonable, and adequate. As further discussed below, the Amended Settlement is well-deserving of final approval. Accordingly, Plaintiffs respectfully request that the Court enter an Order finally approving the Amended Settlement.

## **II. BACKGROUND**

While Plaintiffs have detailed the lengthy background of this case and the path to the Amended Settlement in their memoranda in support of their preliminary approval motion and fee request and in exhibits thereto, a brief summary of the litigation is set out below.

### **A. CSC, the Administrative Fee, and the Lawsuit’s Claims.**

CSC provides multi-unit apartment buildings and condominium associations with laundry machines and related services. (First Amended Complaint (“FAC”) ¶ 1.) CSC and its predecessors contracted with the owners and managers of these buildings, typically sophisticated businesspeople, to provide, install, and service laundry machines at their properties. (*Id.* ¶¶ 1, 12, 16–18.) The parties to these multi-year “laundry lease agreements” split the revenue from the residents’ use of these machines: generally speaking, CSC gets a portion of the revenue for providing and servicing the laundry machines, and the landlords receive a share as “rent” for providing the laundry room space and access to customers. (*Id.* ¶¶ 16–17.) The precise revenue share that each party is entitled to is set out in the individual laundry lease agreements. (*See* Pls.’ Memo. in Supp. of Prelim. App., Group Exhibit 2 (reflecting sample laundry lease agreements).) Any fees or charges incurred in using the laundry equipment are split in the same manner as the revenues. (*See id.*) To that end, the leases set out specific deductions that CSC is allowed to take from the rent otherwise owed to landlords, such as: taxes and/or charges, vandalism expenses,



refunds paid to residents, and, in at least some cases, “administrative fees.” (*Id.*)

CSC announced in a letter to landlords in May 2017 that it would begin deducting an “Administrative Fee” amounting to 9.75% of gross collections from the laundry machines installed at landlords’ properties. (FAC ¶ 20.) CSC said the Administrative Fee would be used to pay for items such as billing and refund processing, website maintenance, development of digital payment systems, vandalism insurance, and clothing claim processing. (*Id.* ¶¶ 20–25.) Plaintiffs’ leases, however, did not specifically identify an “Administrative Fee” as an allowable deduction. (*Id.* ¶¶ 26–27.) And the projects that the Administrative Fee purportedly funded were CSC’s own initiatives, not fees or charges incurred in relation to landlords’ specific buildings, such as property or use taxes. (*Id.* ¶¶ 20–25.) Still other Administrative Fee-funded projects were already being paid for through existing deductions, such as vandalism fees. (*Id.* ¶ 25.) Based on this, Plaintiffs contended that the Administrative Fee was an extra-contractual charge on their monthly rents and began filing lawsuits across the country seeking recovery of the amounts paid in Administrative Fees. Each asserted the same basic breach of contract claims and sought the same recovery on behalf of a putative class of all others similarly situated. (*See id.* ¶¶ 26–27.)

#### **B. Plaintiffs Engage in Administrative Fee Litigation for Years.**

In December 2017, just months after the CSC announced the Administrative Fee, some of the Plaintiffs in this case filed cases against CSC to contest the Fee. Class Counsel exhaustively detailed the history of this litigation in Appendix A to Plaintiffs’ Memorandum in Support of Motion for Preliminary Approval. Suffice it to say that Plaintiffs’ and Class Counsel’s substantive involvement in Administrative Fee litigation has stretched back years, including briefing and obtaining favorable rulings on motions to dismiss, engaging in years of formal and informal discovery, and working to reach a proposed resolution for all Settlement Class

Members. (See Declaration of Benjamin H. Richman (the “Richman Decl. “), attached as Exhibit 2, ¶¶ 2–3 (recounting involvement in Administrative Fee-related litigation).) As a negotiated term of that resolution—and because all Administrative Fee litigation needed to be consolidated in a single forum to effectuate any settlement—the cases were consolidated before this Court.<sup>2</sup>

**C. Reaching the Amended Settlement and Securing Relief for the Settlement Class.**

By mid-2018, the Parties began substantive discussions regarding the potential for a class-wide settlement. (Richman Decl. ¶ 4.) At that time, CSC’s stated position was that it was interested only in individual settlements.<sup>3</sup> (*Id.*) Nevertheless, Class Counsel sent CSC a proposed framework outlining what a global settlement might look like. (*Id.*) CSC expressed an openness to further discussions surrounding that framework, and over the next several months, the Parties explored various concepts and modifications to Class Counsel’s original proposal. (*Id.*)

Class Counsel obtained significant formal and informal discovery throughout these discussions. (*Id.* ¶ 5.) This included thousands of pages of discovery in connection with the *RBB2* action, which provided a nationwide overview of the leases at issue, and the overlap in terms (or differences) between leases. (*Id.*) This reflected, for example, that some leases included choice-of-law and choice-of-venue provisions (which CSC used with some success in dismissing certain cases) and contained variations in language regarding allowable fees. (*Id.*) Other internal

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<sup>2</sup> The cases eventually consolidated into *1050 West Columbia Condominium Association v. CSC ServiceWorks, Inc.*, No. 2019-CH-07319 (Cook Cnty. Ill. Cir. Ct.) to effectuate settlement include: *RBB2, LLC v. CSC ServiceWorks, Inc.*, No. 1:18-cv-00915 (E.D. Cal.); *MJM Visions, LLC v. CSC ServiceWorks, Inc.*, No. 1:18-cv-04452 (E.D.N.Y.); and *Kay-Kay Realty Corp. v. CSC ServiceWorks, Inc.*, No. 2:17-cv-07464 (E.D.N.Y.). Docket sheets for each of these matters were provided in Appendix A to Plaintiffs’ Memorandum in Support of Motion for Preliminary Approval.

<sup>3</sup> CSC’s litigation posture mirrored this negotiation position; CSC attempted to moot certain of Plaintiffs’ individual claims by repaying the Administrative Fees. See *RBB2, LLC v. CSC ServiceWorks, LLC*, No. 1:18-cv-00915, 2019 WL 1170484, at \*7 (E.D. Cal. Mar. 13, 2019).

CSC documents revealed the origins of and rationale behind the Administrative Fee. (*Id.*) In addition to this formal discovery, the Parties exchanged informal discovery related to the Plaintiffs' claims, including the Settlement Class's size and composition, the amount CSC charged and actually collected in Administrative Fees, and the payment systems that CSC used to calculate and process the deductions to rent payments. (*Id.*) Class Counsel's technical team worked with their counterparts at CSC to assess whether and how its accounting software could be used to track and repay in an automated fashion the Administrative Fees. (*Id.*) This allowed the Parties to better evaluate the feasibility of potential settlement structures and terms. (*Id.*) The Parties' counsel held several in-person meetings, some including representatives from CSC's leadership team, and participated in dozens of phone calls to discuss various aspects of the proposals and the discovery exchanged. (*Id.* ¶ 6.) Ultimately, the Parties were able to reach a tentative agreement on the overall structure of a class-wide settlement, but could not agree on certain necessary details critical to any final agreement. (*Id.*)

The Parties agreed to engage Judge Holderman (Ret.), the former Chief Judge for the Northern District of Illinois, now of JAMS Chicago, in a mediation to assist them in bridging the remaining gaps.<sup>4</sup> (*Id.* ¶ 7.) Class Counsel provided Judge Holderman with a full overview of the Administrative Fee-related cases around the country, including substantive briefing that took place in those cases. (*Id.*) Class Counsel participated in several pre-mediation conference calls with Judge Holderman to discuss the claims at issue, the work that had been done to resolve the cases, and the litigation landscape regarding the claims more generally. (*Id.*) This preparation complete, on July 10, 2019, the Parties attended an in-person mediation with Judge Holderman.

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<sup>4</sup> Judge Holderman submitted a declaration regarding his involvement in this matter, which was attached as Exhibit 7, (the "Holderman Decl."), to Plaintiffs' Memorandum in Support of Motion for Preliminary Approval.

(*Id.*) After a full day of back-and-forth negotiations, the Parties eventually reached a binding term sheet. (*Id.*) The Parties spent the next several months negotiating and finalizing the initial settlement documents. (*Id.*)

This process involved reaching out to counsel for 1050 West—which also filed claims against CSC related to the Administrative Fee—to determine whether they wanted to participate in the initial settlement. (*Id.* ¶ 8.) 1050 West and its counsel reviewed information surrounding the initial settlement, including key formal and informal discovery and preliminary drafts of the agreement. (Richman Decl. ¶ 8; Declaration of Michael R. Karnuth, Exhibit 5 to Plaintiffs’ Memo. in Supp. of Prelim. App., (the “Karnuth Decl.”), ¶¶ 4–5.) 1050 West’s counsel provided feedback on those drafts, including revisions that were incorporated into the final document. (Richman Decl. ¶ 8; Karnuth Decl. ¶¶ 4–5.) 1050 West and its counsel ultimately decided to join that version of the settlement. (Richman Decl. ¶ 8; Karnuth Decl. ¶ 6.)

The Court granted preliminary approval to the initial settlement on November 22, 2019. (Nov. 22, 2019 Preliminary Approval Order.) Class Counsel followed the terms of the original settlement, sending out notice, communicating with class members about it, preparing and filing their final approval papers, and defending the settlement from attack by objectors, (Richman Decl. ¶ 9). Over the next year and a half, Class Counsel attended several hearings where the Court asked about various elements of the original settlement, including its relief and notice provisions. (*Id.*) From there, the Parties determined to explore how they might improve upon the original settlement based on the Court’s questions. (*Id.*; Karnuth Decl. ¶ 7.)

They again turned to Judge Holderman for assistance in creating a simpler, clearer, settlement that included even more relief for Settlement Class Members explained in a more straightforward way. (Richman Decl. ¶ 10; Karnuth Decl. ¶ 7.) The Parties gave Judge

Holderman transcripts of the hearings that had taken place and held several conference calls with him to discuss the questions that the Court had raised. (Richman Decl. ¶ 10.) The Parties also shared with Judge Holderman draft edits to the settlement, including points of agreement and disagreement on how the settlement could be best updated. (*Id.*)

The Parties' counsel, along with a representative from CSC, then met for two Zoom mediations with Judge Holderman. (*Id.* ¶ 11.) The first occurred on August 25, 2021, and the second on September 16, 2021. (*Id.*) During the August mediation, Class Counsel advocated for their suggested edits to the settlement, including that CSC should commit to repaying half of each landlords' share of the Administrative Fee and to stop charging the Administrative Fee on any leases originally existing in May 2017 that were still in effect. (*Id.*) CSC committed to look into the feasibility of these proposals at the close of that mediation. (*Id.*) Class Counsel continued to explore these possibilities with CSC's counsel after the mediation ended and were ultimately able to reach an agreement in principle to include this relief. (*Id.*) The Parties informed Judge Holderman of this development, but still attended the September mediation to focus on the notice program. (*Id.*) Judge Holderman worked with the Parties to draft language that clearly and concisely captured the benefits of what would ultimately become the Amended Settlement. (*Id.*)

Following these additional mediations, the Parties spent several more weeks editing and finalizing the documents underlying the Amended Settlement. (*Id.* ¶ 12.) As with the initial settlement, 1050 West and its counsel were involved in providing assistance and valuable input into finalizing the Amended Settlement, including reviewing and editing draft documents, working to ensure that the Court's concerns were appropriately addressed, and that CSC made all of the concessions that it reasonably could. (*Id.*; Karnuth Decl. ¶ 9.)

Plaintiffs ultimately filed their Memorandum in Support of Motion for Preliminary

Approval of the Amended Settlement and a dozen appendices and exhibits, which the Court considered at the preliminary approval hearing. Class Counsel walked the Court through the improvements in the Amended Settlement, the relief that it provides, and an overview of the notice program. (Richman Decl. ¶ 13.) The Court took particular interest in reviewing the notice documents that were to be sent to Settlement Class Members, suggesting changes to make in the language to ensure that the relief was described to Settlement Class Members in the clearest terms possible. (Oct. 25, 2021 Prelim. App. Hr’g Tr., attached as Exhibit 3, at 4:2–15:17.) At the conclusion of the hearing, the Court again certified the Settlement Class for settlement purposes, preliminarily approved the Amended Settlement, and ordered that Supplemental Notice be disseminated to the Settlement Class. (*See* Oct. 25, 2021 Preliminary Approval Order.)

Since preliminarily approval was entered, Class Counsel have worked with CSC to effectuate the Amended Settlement’s terms. Specifically, Class Counsel have ensured that third-party Settlement Administrator KCC sent out the Supplemental Notice, and have spoken with numerous Settlement Class Members regarding the Amended Settlement, the benefits it secures, and how they can obtain that relief. (Richman Decl. ¶ 14.) Class Counsel worked with Settlement Class Members to make sure they had access to important case documents and have helped them to submit claim forms both electronically and through the mail. (*Id.*) Following the successful completion of notice and claims period, Class Counsel now seek final approval of the Amended Settlement so that the relief it secures can be distributed to the Settlement Class.

### **III. TERMS OF THE AMENDED SETTLEMENT AGREEMENT**

The table below briefly summarizes the key terms in the Parties’ Stipulation of Amended Class Action Settlement:<sup>5</sup>

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<sup>5</sup> Appendix B to the Memorandum in Support of Plaintiffs’ Motion for Preliminary Approval

<b>Amended Settlement Term</b>	<b>Definition</b>
Class Definition (Amended Settlement § 1.27.)	All Persons having existing leases with CSC on May 1, 2017, that were assessed and/or subject to one or more Administrative Fees, whether or not any fee has ever been collected, from May 2017 through the date of Preliminary Approval.
Settlement Payments ( <i>Id.</i> § 2.1.)	Check for 50% of Settlement Class Member's share of Administrative Fee paid with valid Claim Form.
Suspension of Administrative Fee ( <i>Id.</i> § 2.2.)	Suspension of the Administrative Fee on any lease originally in effect on May 1, 2017 with valid Claim Form.
Rate Freeze ( <i>Id.</i> § 2.3.)	Every Settlement Class Member entitled to Administrative Fee rate freeze of 2 years at 9.75%, no Claim Form required.
Forgiveness of Outstanding Debts ( <i>Id.</i> §§ 2.5, 3.)	Forgiveness of \$200 million in uncompensated expenses and other alleged deficits.
Future Administrative Fee Disclosures ( <i>Id.</i> § 2.4.)	CSC must disclose the existence, application, and rate of the Administrative Fee in all new CSC contracts or contract addendums or amendments in the future.
Settlement Administration and Costs ( <i>Id.</i> §§ 1.25, 1.26.)	KCC proposed to oversee administration of Amended Settlement, Supplemental Notice costs paid separately from payments to Settlement Class Members.
Payment of Attorneys' Fees, Costs, and Incentive Awards ( <i>Id.</i> §§ 8.1, 8.2.)	CSC agrees to pay reasonable attorneys' fees, costs, and incentive awards, as approved by the Court, separately from relief to Settlement Class Members. Class Counsel sought \$6.5 million in fees and \$5,000 for each Plaintiff as an incentive award.
Mutual Releases of Liability ( <i>Id.</i> § 3.)	Settlement Class Members release CSC from all claims relating to Administrative Fee; CSC releases Settlement Class Members from \$200 million in uncompensated expenses and minimum base compensation deficits.

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contains additional details regarding the Amended Settlement and the relevant improvements from the initial settlement.

#### IV. THE CLASS NOTICE FULLY SATISFIED DUE PROCESS

Prior to granting final approval to the Amended Settlement, the Court must consider whether the Settlement Class received the best notice practicable under the circumstances. *Lee v. Buth-Na-Bodhaige, Inc.*, 2019 IL App (5th) 180033, ¶ 80; *see Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). The “best notice practicable” does not necessarily require receipt of actual notice by all class members in order to comport with the requirements of Due Process. *See Carrao v. Health Care Serv. Corp.*, 118 Ill. App. 3d 417, 429–30 (1st Dist. 1983) (noting that while Due Process may require individual notice to class members whose identities and addresses can be readily obtained from defendant’s files, it does not require individual notice in all circumstances). It simply requires that “members of the plaintiff class have an opportunity to be heard and to participate in the litigation, an opportunity to ‘opt out’ of the litigation, and adequate representation of absent class members’ interests.” *Sec. Pac. Fin. Servs. v. Jefferson*, 259 Ill. App. 3d 914, 921 (1st Dist. 1994). In general, a notice plan that reaches at least 70% of class members is considered reasonable. Fed. Jud. Ctr., *Judges’ Class Action Notice & Claims Process Checklist & Plain Language Guide*, at 3 (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. Given that virtually everyone in the Settlement Class here received individual direct notice, the effectuation of the Court-approved notice plan readily satisfies Due Process.

The Supplemental Notice plan that the Court worked with the Parties to edit at the afternoon session of the preliminary approval hearing, (*see* Oct. 25, 2021 Prelim. App. Hr’g Tr., at 4:2–15:17), was faithfully implemented, including with the assistance of the appointed Settlement Administrator, KCC. (*See* Amended Settlement § 4, *see* Declaration of Settlement Administrator re: Notice and Claims Procedures (“KCC Decl.”), attached as Exhibit 4.) This



required KCC to send Supplemental Notice to all Settlement Class Members using the best-known mail and/or email address that CSC has for them. (Amended Settlement § 4.1.) This was calculated to reach not only those Settlement Class Members that currently have a contract with CSC, but also those who were previously its customers and for whom CSC still has contact information. (*Id.*) Each form of Supplemental Notice used plain language to accurately describe the Amended Settlement’s terms and the relief that it provides so that Settlement Class Members could understand what they stood to gain under the Amended Settlement. (*See* Amended Settlement, Exhibits B–D.) With this information in hand, Settlement Class Members could make an informed decision to participate or exclude themselves. *Lee*, 2019 IL App (5th) 180033, ¶ 80 (discussing that “adequate notice provides the assurance of structural fairness that allows absent class members to decide whether to [participate,] opt-out of the class, or file an objection”).

The Supplemental Notice’s reach more than surpassed that required to comport with Due Process. KCC sent approximately 83,469 U.S. Mail notices, of which 82,554 were successfully delivered. (KCC Decl. ¶¶ 3–4). In addition to being sent U.S. Mail notices, for those 1,772 Settlement Class Members for whom CSC also had an email address for, KCC sent Supplemental Notice via email, too. (*Id.* ¶ 5.). Altogether, KCC estimates that the direct notice plan reached approximately 98.9% of the Settlement Class. (*Id.* ¶ 4.) These summary notices further directed Settlement Class Members to the Settlement Website, <https://www.cscadminfeesettlement.com>, where they could—and are still able to—view the “long form” notice; fill out, submit, and/or download a Claim Form electronically; access important court filings, including Plaintiffs’ Memorandum in Support of and Motion for Attorneys’ Fees, Expenses, and Incentive Awards, which was posted upon its filing; see

deadlines; view answers to frequently asked questions; and obtain contact information for Class Counsel. (Amended Settlement §§ 1.29, 4.2.)

Overall, the Notice Plan was highly successful and well exceeds that required for due process. *See Carrao*, 118 Ill. App. 3d at 429–30.

## V. THE AMENDED SETTLEMENT WARRANTS FINAL APPROVAL

The procedural and substantive standards governing final approval of a class action settlement are well settled in Illinois. *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 493 (1st Dist. 1992). The proposed settlement “must be fair and reasonable and in the best interest of all those who will be affected by it.” *Id.* Because a proposed settlement is the result of compromise, “the court in approving it should not judge the legal and factual questions by the same criteria applied in a trial on the merits, . . . [n]or should the court turn the settlement approval hearing into a trial.” *Id.*

While “review of class action settlements necessarily proceeds on a case-by-case basis, certain factors have been consistently identified as relevant to the determination of whether a settlement is fair, reasonable and adequate.” *Id.* These factors—referred to as the *Korshak* factors—are:

- (1) The strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement;
- (2) the defendant’s ability to pay;<sup>[6]</sup>
- (3) the complexity, length and expense of further litigation;
- (4) the amount of opposition to the settlement;
- (5) the presence of collusion in reaching a settlement;
- (6) the reaction of members of the class to the settlement;
- (7) the opinion of competent counsel; and
- (8) the stage of proceedings and the amount of discovery completed.

*Id.* (citing *City of Chi. v. Korshak*, 206 Ill. App. 3d 968, 971–72 (1st Dist. 1990)); *Lee*, 2019 IL App (5th) 180033, ¶ 56 (adopting *Korshak* in setting out requirements for approval of class

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<sup>6</sup> CSC has represented that it will be able to fully meet its obligations under the Amended Settlement should the Court grant final approval. (Richman Decl. ¶ 19.)

action settlements).

Here, considering the *Korshak* factors demonstrates that the Amended Settlement is fair, reasonable, and adequate, and deserving of final approval.

**A. The Amended Settlement’s Relief Weighs Strongly in Favor of Final Approval.**

The first *Korshak* factor—the strength of a plaintiff’s case on the merits balanced against the relief offered in settlement—“is the most important factor in determining whether a settlement should be approved.” *Steinberg v. Sys. Software Assocs., Inc.*, 306 Ill. App. 3d 157, 170 (1st Dist. 1999). Here, Plaintiffs are confident that they would ultimately prevail in continued, contested litigation. However, there would be significant obstacles to doing so that risk leaving the Settlement Class with nothing. Considering those hurdles, the substantial monetary and prospective relief to the Settlement Class is outstanding. This “most important” factor therefore weighs strongly in favor of final approval.

**1. The relief the Amended Settlement provides is excellent.**

**Half back in settlement payments.** The Amended Settlement allows Settlement Class Members to send in a Claim Form and receive 50% of their share of the Administrative Fee paid. (Amended Settlement § 2.1.) That is 50% of the maximum any Settlement Class Member could hope to win with a complete victory at summary judgment or trial and after a successful appeal to defend that victory. *Compare Lee*, 2019 IL App (5th) 180033, ¶ 58 (critiquing settlement where “the primary settlement benefit to the individual settlement class member was a \$12 coupon” where statutory damages running from \$100 to \$1,000 were available). Settlement Class Members can get this payout now, without the risk of losing at trial, on appeal, or at any step in between, and without the need to deduct attorneys’ fees from that amount, as any attorneys’ fees awarded here will be paid separately from the Settlement Class Members’ payments—which

might not be the case if Plaintiffs prevailed at summary judgment or trial. And the payment will be made via a one-time check—no *de minimis* thresholds that must be met, no payment plan meting out reimbursements piecemeal. (See Amended Settlement § 2.1.) That Settlement Class Members can recover now such a high percentage of what they might be able to claim after years of protracted litigation—especially in light of the other relief the Amended Settlement secures—supports granting final approval. See *Leung v. XPO Logistics, Inc.*, 326 F.R.D. 185, 196–97 (N.D. Ill. 2018) (approving settlement awarding class members approximately \$100 even though \$500 or \$1,500 statutory damages available at trial); *Gehrich v. Chase Bank USA, N.A.*, 316 F.R.D. 215, 228 (N.D. Ill. 2016) (approving settlement paying claimants approximately \$52.50 despite possibility of \$500 or \$1,500 statutory damages at trial); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 583 (N.D. Ill. 2011) (approving settlement creating fund worth 10% of class’s actual damages and collecting similar cases); *Mars Steel Corp. v. Cont’l Ill. Nat’l Bank & Trust*, 834 F.2d 677, 682 (7th Cir. 1987) (finding settlement of ten percent of the total damages at trial adequate); see also *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 493 (N.D. Ill. 2015) (granting final approval to settlement establishing \$11 million fund in the face of \$4.6 billion in potential recovery at trial). It is no surprise that thousands of Settlement Class Members submitted Claim Forms in connection with the Amended Settlement and stand to received hundreds or thousands of dollars in cash relief under it.

**Suspension of Administrative Fee.** For Settlement Class Members still operating under a lease that was in effect on May 1, 2017 (*i.e.*, when the Administrative Fee was first imposed), they can send in a Claim Form to get the Fee to stop. Here again, this relief will be available upon final approval. (Amended Settlement § 2.2.) There is no need to wait to litigate to a decision on the merits to win a finding that the Fee must stop years down the line. This means

that if Settlement Class Members haven't had the opportunity to renew, renegotiate, or leave their business relationships with CSC, the Administrative Fee won't be charged again unless and until they have agreed to it.<sup>7</sup> And while that renegotiation may lead to an even longer or permanent suspension of the Administrative Fee, if it is charged in the next two years, as discussed below, it will not increase.

**Rate ceiling for all Settlement Class Members.** Each one of the tens of thousands of Settlement Class Members will be entitled to a rate cap of the Administrative Fee at 9.75% of gross collections for two years starting after the Amended Settlement's final approval. (*Id.* § 2.3.) Settlement Class Members do not have to do anything to receive this benefit. (*Id.*) Importantly, this rate ceiling will apply even for new or amended lease agreements that Settlement Class Members may renegotiate. This means that, where CSC could otherwise have chosen whatever Administrative Fee rate it wanted in these new or amended agreements, it will now be constrained by the Amended Settlement.

**Future disclosure of the existence, application, and rate of Administrative Fee.** In all new CSC leases, addendums, and amendments, CSC must expressly disclose that the Administrative Fee exists, generally describe the categories of services and costs that it is funding, and—importantly—the rate of the Administrative Fee. (*Id.* § 2.4.) In short, CSC will have to include disclosures that will avoid the ambiguities that led to the instant litigation. And because this will apply to all new CSC leases, addendums, and amendments, this will benefit more than just Settlement Class Members, and will extend to all future CSC customers, too,

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<sup>7</sup> It is worth reiterating that the reason that not every Settlement Class Member who sent in a Claim Form will receive this Fee suspension is that many Settlement Class Members have *already* renewed, re-signed, or entered into new leases *after* the Administrative Fee was imposed and arguably known to landlords.

further heading off the need to engage in extensive and costly additional litigation regarding the Administrative Fee in the future.

**Forgiveness of millions in CSC claims against Settlement Class Members.** Not to be overlooked, the Amended Settlement further requires that CSC waive at least \$45.5 million in outstanding payments that some Settlement Class Members allegedly owe in repayment under their leases. (*Id.* §§ 2.5, 3.) For example, claims are waived in situations where leases that require landlords to pay CSC a “minimum base compensation” for each payment period for CSC’s equipment and services, but those payments were not made because the machines didn’t earn enough income, CSC contends it could recover those payments. (Pls.’ Memo. in Supp. of Prelim. App, Exhibit 6, (the “Epstein Decl.”).) The Amended Settlement additionally requires CSC to release claims related to at least \$152 million in claimed uncompensated expenses that CSC contends it is entitled to for its provision of laundry services to the Settlement Class Members. (Amended Settlement §§ 2.5, 3.) These include situations where CSC claims it is entitled to repayment for its uncompensated outlay of costs associated with theft and vandalism at laundry facilities, processing and payment of various taxes (including fuel, purchase, and sales taxes), collection of currency from laundry facilities (including for transport, security, and bank fees), implementation of the technology lessors used to manage their laundry facilities, processing of commission payments and refunds, and equipment maintenance, to name a few. (*See* Epstein Decl. ¶¶ 6–7.)

Consistent with its interpretation of the lease agreements, CSC contends that, like the Administrative Fee, it always could have deducted expenses like these. CSC therefore asserts that it could bring breach of contract claims for any Settlement Class Member’s failure to pay these historical expenses. CSC has not been afraid to press these specific arguments, including

by asserting counterclaims against plaintiff landlords.<sup>8</sup> The Amended Settlement provides certainty that Settlement Class Members will not face such suits or related demands in the future.

Altogether, there can be no question that the Amended Settlement provides exceptional relief.

**2. Plaintiffs faced meaningful obstacles to relief, including at class certification and on the merits of their claims.**

The substantial and wide-ranging relief the Amended Settlement achieves for the Settlement Class is even more notable considering the hurdles that lie ahead should litigation continue, any one of which could fully deprive the Settlement Class of any relief.

If the case were to continue here, CSC would surely file a motion to dismiss. Plaintiffs are confident that they would have defeated such a motion as they have in other actions, *see RBB2*, 2019 WL 1170484, at \*2 (denying CSC’s motion to dismiss), but note that CSC has had some success, *see MJM Visions v. CSC ServiceWorks, Inc.*, No. 18-cv-04452, 2019 WL 2451936, at \*3 (E.D.N.Y. June 12, 2019) (dismissing complaint without prejudice for lack of subject matter jurisdiction).

The most substantial obstacle would be achieving contested class certification, especially on a nationwide basis. Plaintiffs would have to demonstrate all of the factors required by 735 ILCS 5/2-801 are satisfied, which—as detailed in Section IV of their Memorandum in Support of Preliminary Approval of Amended Settlement—they are confident they could do.<sup>9</sup> Nevertheless, CSC would no doubt oppose and, relying on cases like *Bristol-Myers Squibb Co. v. Superior*

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<sup>8</sup> While RBB2 achieved dismissal of the counterclaims asserted against it, *RBB2*, No. 1:18-cv-00915, dkt. 49 (E.D. Cal. Aug. 19, 2019), other landlords did not seek to dismiss the claims, but rather answered them, *see Summit Gardens Assocs. v. CSC ServiceWorks, Inc.*, No. 1:17-cv-2553, dkt. 27 (N.D. Ohio Aug. 6, 2018).

<sup>9</sup> The Court certified the Settlement Class for settlement purposes, finding that each factor was met.

*Court of California, San Francisco County*, 137 S. Ct. 773, 1781, in which the Supreme Court held that a defendant was not subject to the forum state's jurisdiction over non-residents' claims against defendant in a mass tort (not class) action, CSC would likely argue against nationwide certification in Illinois. While courts across the country have differed in how *Bristol-Myers* applies to class actions, some have held it bars nationwide class actions in a forum where there is no general jurisdiction over a defendant. *See, e.g., DeBernardis v. NBTY, Inc.*, No. 17-cv-6125, 2018 WL 461228, at \*2 (N.D. Ill. Jan. 18, 2018) (dismissing nationwide class claims). A finding for CSC on this front would preclude nationwide claims from proceeding anywhere besides CSC's "home" state. In that regime, only state-specific classes (like the putative class in *RBB2*) could proceed anywhere else. This would cut out large swaths of the Settlement Class from being able to obtain meaningful relief, and would force a tedious, piecemeal approach to the litigation.

Besides the personal jurisdiction question, thorny choice-of-law questions would need to be resolved in Plaintiffs' favor. The Court could have found that differences in state contract law precluded certification of a nationwide class, *see, e.g., In re Bridgestone/Firestone, Inc.*, 288 F.3d 1012, 1017–18 (7th Cir. 2002) (decertifying nationwide breach of contract class), even though nationwide breach of contract classes are not atypical, *see, e.g., Boundas v. Abercrombie & Fitch Stores, Inc.*, 280 F.R.D. 408, 418 (N.D. Ill. 2012) (certifying nationwide breach of contract claim); *In re Conseco Life Ins. Co. LifeTrend Ins. Sales & Mktg. Litig.*, 270 F.R.D. 521, 533 (N.D. Cal. 2010) (same). The degree of risk regarding the choice-of-law question was particularly high here given that several iterations of the laundry leases included choice-of-law provisions that required the application of the laws of certain states (*i.e.*, the law of the state where the property is located). Given the large scale of CSC's operations, this would trigger the application of multiple states' contract laws. And working in conjunction with choice-of-law



provisions, choice-of-venue provisions in some versions of the leases could further constrain where these cases could be brought. Again, while Plaintiffs are confident that a nationwide contract class could be certified no matter which states' laws applied, the risk exists that it would not be—or would require so many different subclasses that the number of class members actually represented would be too small to efficiently move forward as a class action.

Still other lease variations could impact whether and how the case could proceed: some leases have “notice-and-cure” provisions that arguably require a would-be plaintiff to inform CSC of the breach before suit. This would allow CSC to try and “pick off” a potential class representative—and head off an attempt at class certification—by reimbursing the amount paid by that particular lessor in Administrative Fees, but otherwise leaving its practices intact. *See Joiner v. SVM Mgmt., LLC*, 2020 IL 124671, ¶ 58 (reaffirming that “an effective tender made before a named plaintiff purporting to represent a class files a class-certification motion satisfies the named plaintiff’s individual claim and moots her interest in the litigation”). To be sure, that is precisely what CSC attempted in the *RBB2* action. *See RBB2*, 2019 WL 1170484, at \*2 (noting that CSC asserted plaintiff’s claims were mooted by CSC’s attempted repayment of the Administrative Fee). While some versions of the notice-and-cure provisions were found not to require a plaintiff to give CSC an opportunity to repay the fee, *see id.*, others have found it was a precondition to suit, *see MJM Visions*, 2019 WL 2451936, at \*3.

Assuming Plaintiffs were able to obtain adversarial certification of a nationwide breach of contract class, they would still need to win on the merits by showing that the Administrative Fee was impermissible under all the leases. CSC’s main argument would be that language in the leases that allow for CSC to deduct “all applicable fees and/or taxes” includes the Administrative Fee. (*See, e.g.*, Pls.’ Memo. in Supp. of Prelim. App., Group Exhibit 2 (reflecting such language

in the revenue-sharing provisions in exemplar lease agreements).) CSC would further counter Plaintiffs' claims with leases including language that arguably even more clearly accounts for the Administrative Fee: "Lessee shall deduct from the base rent due hereunder the cost of smart cards, credit/debit card fees, expenses attributable to vandalism on the Equipment, voice and data charges, all applicable fees and/or taxes, including, but not limited to, **administrative fees**, sales, use, excise, personal property or real estate taxes payable by Lessee in connection with the use and possession of the Leased Premises and the operation of the Equipment." (*Id.* (emphasis added).) Plaintiffs would argue the types of fees and taxes allowed for in the lease were tied specifically to the use of any given laundry room space, and not a blanket gross collection, in part because the leases provide for a revenue- and expense-sharing component. This argument is by no means a guaranteed winner, particularly as it relates to leases that specifically mention "administrative fees." Most likely, leases with these disclosures would be excised from the nationwide class definition (leaving those landlords with nothing) and at worst they would be used to defeat the case on the merits for the entire class. The Amended Settlement avoids both these disastrous outcomes.

In addition, CSC has shown it would likely file counterclaims against the class, raising the risk that it could win a judgment against the class for supposedly past-due minimum base compensation deficits and uncompensated costs. *See RBB2*, No. 1:18-cv-00915, dkt. 27 (E.D. Cal. Apr. 3, 2019); *Summit Gardens*, No. 1:17-cv-2553, dkt. 23 (N.D. Ohio June 15, 2018). Should Plaintiffs defeat CSC's arguments and ultimately prevail at trial, given the likely substantial damages that would be awarded, CSC would undoubtedly appeal, further delaying (assuming Plaintiffs continued to prevail) any relief to the Settlement Class. And litigating this case through class certification, summary judgment, trial, and an inevitable appeal would force

Plaintiffs to spend substantial additional time, effort, and money litigating the action, which would further delay and reduce any benefit to the class.

At bottom, while Plaintiffs believe they can ultimately overcome each of CSC's arguments, they nevertheless recognize the uncertainty in continued litigation. They have factored these risks and delays attributable to continued litigation and appeals into their decision to settle. Against these many risks stands the Amended Settlement, which provides substantial monetary and prospective relief to the Settlement Class and allows the entire Settlement Class to sidestep any future risks of non-recovery. Thus, balanced against the hurdles in obtaining any recovery through continued litigation, and the delay that would entail, the Amended Settlement is well deserving of this Court's approval. *See GMAC Mortg.*, 236 Ill. App. 3d at 494 (affirming settlement approval when "the court was well advised by counsel on the settlement's terms and the potential risks facing the class if the litigation continued"). Consequently, the first and most important *Korshak* factor weighs strongly in favor of preliminarily approving the Amended Settlement.

**B. The Complexity, Length, and Expense of Further Litigation Weighs in Favor of Settlement.**

The third *Korshak* factor—the complexity, length, and expense of further litigation—supports final approval of the Amended Settlement here. "As courts recognize, a dollar obtained in settlement today is worth more than a dollar obtained after a trial and appeals years later." *Goldsmith v. Tech. Sols. Co.*, No. 92-cv-4374, 1995 WL 17009594, at \*4 (N.D. Ill. Oct. 10, 1995). The Amended Settlement here allows Settlement Class Members to receive immediate relief, avoiding lengthy and costly additional litigation.

Had the Parties continued to litigate, they would have faced years of contested legal battles, including counterclaims and motions to dismiss, first and foremost. Should Plaintiffs beat

back CSC’s initial motions, they would have to certify a nationwide class. And assuming they did (and that Plaintiffs defeated a summary judgment motion), the case would have proceeded to trial, where Plaintiffs would have to demonstrate, on a class-wide basis, that the Administrative Fee was not permitted under any formulation of the leases (even the ones purporting to allow CSC to deduct “all applicable fees and/or taxes” or that specifically referenced an “administrative fee”). (Pls.’ Mem. in Support of Prelim. App., Group Exhibit 2.) No doubt a loss at trial would have been appealed, further dragging out the proceedings and risking complete non-recovery for Settlement Class Members. What’s more, each of these phases of litigation would cost the Parties substantial resources in time and money, as well as consuming scarce Court resources.<sup>10</sup>

“Settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation.” *Schulte*, 805 F. Supp. 2d at 586. Here, continued litigation would have caused great delay and expense, with no guarantee whatsoever that the Settlement Class would recover anything. *See In re AT&T Sales Tax Litig.*, 789 F. Supp. 2d 935, 964 (N.D. Ill. 2011) (discussing the possibility that a “drawn-out, complex, and costly litigation process . . . would provide [Settlement] Class Members with either no in-court recovery or some recovery many years from now”). This *Korshak* factor strongly weighs in favor of final approval, as the Amended Settlement allows the Parties to avoid these substantial risks and costs. *See Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 19 (affirming trial court’s finding that third *Korshak* factor was satisfied where further litigation would have “require[d] the parties to incur additional expense, substantial time, effort, and resources”).

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<sup>10</sup> Notably, the Amended Settlement provides that any attorneys’ fees, incentive awards, and administration expenses will be paid separately from the settlement payments to Settlement Class Members—not, as the case might otherwise be, from any funds awarded after a trial and appeal.

**C. The Overwhelmingly Positive Reaction to the Amended Settlement Supports Final Approval.**

The fourth and sixth *Korshak* factors—the amount of opposition to the Amended Settlement and Settlement Class Members’ reaction to it—are closely related and often examined together. *See, e.g., Korshak*, 206 Ill. App. 3d at 973. Here, that reaction has been near-unanimously positive and weighs strongly in favor of final approval.

As detailed above, the Settlement Administrator thoroughly implemented the Supplemental Notice plan, and the Objection/Exclusion deadline passed without a single Settlement Class Member lodging an objection. (KCC Decl. ¶ 11.) What’s more, and while every Settlement Class Member is entitled to certain relief under the Amended Settlement, Settlement Class Members sent in approximately 10,941 claims (or had their submissions from the initial settlement treated as such) to receive half back of their share of the Administrative Fees, comprising more than 13.1% of the Settlement Class. (*Id.* ¶¶ 7–8.) Compared to the claims rates in other consumer class action settlements, the figures here are well in line, if not higher. *See* Federal Trade Commission, *Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns* (Sept. 2019), at 11, available at [https://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class\\_action\\_fairness\\_report\\_0.pdf](https://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class_action_fairness_report_0.pdf) (finding weighted average claims rate of 4%); *see also Bayat v. Bank of the West*, No. 13-cv-2376, 2015 WL 1744342, at \*1 (N.D. Cal. Apr. 15, 2015) (finally approving consumer class action settlement of alleged TCPA violations with claims rate of 1.9%).

Besides this positive response rate, only a small percentage of the Settlement Class sought to opt out of the Amended Settlement. Only about 128 requests for exclusion were submitted, including requests submitted in connection with the initial settlement, (*see* KCC Decl.

¶¶ 9–10), representing approximately 215 properties that now stand to be excluded from the Amended Settlement.<sup>11</sup> That approximately 0.26% of the Settlement Class requested exclusion provides additional support for the Amended Settlement, particularly given that the Class Members here (as noted) are sophisticated businesspeople. *See Mars Steel Corp.*, 834 F.2d at 680 (“Only 1.5 percent of the class members had opted out, a surprisingly small fraction if the settlement is as bad as [objectors] argue[.]”).

Altogether, the rate of positive responses to the Amended Settlement, coupled with the complete lack of opposition through objections and the minimal opt-out rate, provide strong evidence of the Amended Settlement’s favorability. *See Shaun Fauley*, 2016 IL App (2d) 150236, ¶ 20 (affirming trial court’s finding that where opposition to class settlement was “de minimis,” this fact weighed in favor of settlement approval); *In re Mexico Money Transfer Litig.*, 164 F. Supp. 2d. at 1020–21 (acceptance rate of 99.9% of class members “is strong circumstantial evidence in favor of the settlement[.]”). These two *Korshak* factors thus strongly support granting final approval to the Amended Settlement.

#### **D. There Was Absolutely No Collusion in Reaching the Amended Settlement.**

The next *Korshak* factor—the presence or absence of collusion in reaching a settlement—also weighs in favor of final approval, as there was absolutely no collusion here. (*See generally* Holderman Decl.) Where the record shows an “arm’s-length negotiation,” there is no collusion. *Shaun Fauley*, 2016 IL App (2d) 150236, ¶ 50; *see also Korshak*, 206 Ill. App. 3d at 973

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<sup>11</sup> Troublingly, many of the opt-outs received in connection with the initial settlement seem to be the result of a mass opt-out campaign orchestrated by attorneys who misleadingly posed as Class Counsel to recommend that Settlement Class Members send an opt-out request. *In re Mexico Money Transfer Litig. (W. Union & Valuta)*, 164 F. Supp. 2d 1002, 1020 (N.D. Ill. 2000) (noting similar behavior warrants “some skepticism about the significance of these opt-outs”). It underscores how well the Amended Settlement was received that even accounting for these arguably impermissible mass opt-outs (Amended Settlement § 4.5), the overall exclusion rate is infinitesimal.

(affirming trial court’s finding of no collusion where case “was hard fought by both counsel . . . and . . . settlement was reached after vigorously contested litigation and hard bargaining”). That is what occurred here.

The path to the Amended Settlement was anything but collusive. The Parties actively litigated in fora across the country, with multiple motions to dismiss being briefed and decided. *See RBB2*, 2019 WL 1170484, at \*11; *MJM Visions*, 2019 WL 2451936, at \*1. In fact, the Parties took adversarial positions in the litigation even as they were discussing the potential for global resolution. And to demonstrate exactly what occurred in the various cases related to this matter, Class Counsel attached docket sheets to their preliminary approval papers making clear the hard-fought history of these cases. *Compare Lee*, 2019 IL App (5th) 180033, ¶ 25 (raising concern that plaintiff did not provide court enough data to assess what occurred in other actions). As one would expect, and as detailed in Section II(C), *infra*, negotiations were equally difficult, and it took nearly a year of back-and-forth discussions even before a broad settlement framework could be agreed upon. (Richman Decl. ¶¶ 4–8.) Even then, there were significant obstacles to resolution, and the Parties sought the assistance of Judge Holderman to assist them in mid-2019. *See Steinberg*, 306 Ill. App. 3d at 168–69 (finding that class action settlement was reached fairly as it was a product of “adversarial give-and-take overseen by an experienced mediator”). Before the Amended Settlement was ultimately reached, the Parties returned to mediate in front of Judge Holderman twice more. (Richman Decl. ¶¶ 10–11.) Even after reaching agreements-in-principle with Judge Holderman’s assistance, it still took the Parties weeks more of back-and-forth negotiations to finalize the Amended Settlement documents that the Court preliminarily approved. (*Id.* ¶ 12.)

Judge Holderman has submitted a declaration reporting on his involvement in this matter,

underscoring that negotiations were in no way collusive. *Compare Lee*, 2019 IL App (5th) 180033, ¶ 17 (raising concern that proponent of class settlement “did not provide any statements from the mediator, progress reports, or other documentation or evidence regarding the mediation process”). Ultimately, and as Judge Holderman witnessed, the record shows that the Parties were well-prepared and well-informed of the case’s facts and the strengths and weaknesses of their position and reached the Amended Settlement through their vigorous representation of their clients. (Richman Decl. ¶¶ 5, 17; Holderman Decl. ¶ 21.)

No collusion occurred, and thus this *Korshak* factor also supports final approval. *See Shaun Fauley*, 2016 IL App (2d) 150236, ¶ 50 (finding there was no collusion where the record showed nothing but “good-faith, arm’s-length negotiation).

**E. Class Counsel Believe the Amended Settlement Is in the Best Interest of All Class Members.**

The seventh *Korshak* factor, which weighs the opinion of competent counsel, favors final approval of the Amended Settlement. First, Class Counsel from Edelson PC are competent to give their opinion on this Amended Settlement, as they are well-versed in the facts of this litigation and have been recognized as leaders in consumer class actions in courts around the country. (*See* Exhibit A to the Richman Declaration (Edelson PC Firm Resume).) Law360 has called the firm a “Titan of the Plaintiffs Bar” and a “Plaintiffs class action powerhouse[.]”<sup>12</sup>

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<sup>12</sup> Allison Grande, *Titan Of The Plaintiffs Bar: Jay Edelson*, Law360, [www.law360.com/articles/581584/titan-of-the-plaintiffs-bar-jay-edelson](http://www.law360.com/articles/581584/titan-of-the-plaintiffs-bar-jay-edelson); Allison Grande, *Privacy Class Action Growth Fuels New California Gold Rush*, Law360, [www.law360.com/articles/723888/privacy-class-action-growth-fuels-new-california-gold-rush](http://www.law360.com/articles/723888/privacy-class-action-growth-fuels-new-california-gold-rush); Allison Grande, *Plaintiffs Firm Edelson Brings Privacy Prowess To SF*, Law360, [www.law360.com/articles/722636/plaintiffs-firm-edelson-brings-privacy-prowess-to-sf](http://www.law360.com/articles/722636/plaintiffs-firm-edelson-brings-privacy-prowess-to-sf); Lauraann Wood, *Illinois Powerhouse: Edelson*, Law360, [www.law360.com/articles/1193728/illinois-powerhouse-edelson](http://www.law360.com/articles/1193728/illinois-powerhouse-edelson); Joyce Hanson, *Cybersecurity & Privacy Group of the Year: Edelson*, Law 360, <https://www.law360.com/articles/1117055/cybersecurity-privacy-group-of-the-year-edelson>; *Law360 Names Practice Groups Of The Year 2019*, Law360, [www.law360.com/articles/1228868](http://www.law360.com/articles/1228868); *Law360 Names Practice Groups Of The Year 2020*, Law360, [www.law360.com/articles/1327476/law360-names-practice-groups-of-the-year](http://www.law360.com/articles/1327476/law360-names-practice-groups-of-the-year).



Further, as relates to this case, proposed Class Counsel have diligently investigated, prosecuted, and dedicated substantial resources to the claims at issue in this case, and will continue to do so throughout its pendency. (Richman Decl. ¶ 16.)

Likewise, additional Class Counsel Michael R. Karnuth and Edward M. Burnes are deeply knowledgeable of the facts and claims in this case and have decades of extensive experience litigating complex class action cases. *See, e.g., HBLC, Inc. v. Egan*, 2016 IL App (1st) 143922 (obtaining reversal of dismissal of FDCPA claims raised against creditors suing on time barred debts, and obtaining class settlement); *Doyle, et al. v. Blue Cross Blue Shield of Illinois*, No. 00 CH 14182 (Cook Cty., Ill. Cir. Ct.) (achieving \$6.95 million settlement, plus millions more in prospective relief, on behalf of consumers alleging claims that Blue Cross had been overpaid). Thus, Class Counsel are more than competent to provide their opinion on the strength of the Amended Settlement. *See GMAC Mortg.*, 236 Ill. App. 3d at 497 (noting class counsel's competency due to class action experience and familiarity with the litigation).

Put simply, Class Counsel believe that the Amended Settlement is certainly in the best interests of the Settlement Class. It achieves monetary relief that pays back claiming Settlement Class Members 50% of what they could hope to receive with a complete victory at trial. For eligible Settlement Class Members, it stops the Administrative Fee in its entirety until they renew or re-sign their leases. For all Settlement Class Members, CSC is prohibited from raising Administrative Fee rates for two years, and CSC is waiving nearly \$200 million of claims it asserts it has against them (and has not been afraid to try to recover). And the prospective relief in the Amended Settlement requires that CSC disclose the existence and application of the Administrative Fee in leases going forward. Through the Amended Settlement, Class Members can get all of this now, without the risks of losing at class certification, trial, or appeal, or any

step in between. For all of these reasons, and as explained further herein, Class Counsel firmly believes this Amended Settlement is fair, reasonable, adequate, and deserving of final approval. (Richman Decl. ¶ 18; Karnuth Decl. ¶ 10.) Thus, this *Korshak* factor also weighs in favor of final approval.

**F. The Stage of Proceedings Supports Final Approval of the Amended Settlement.**

The final factor looks to the stage of proceedings and the amount of discovery completed before the Parties entered into the Amended Settlement. *See Korshak*, 206 Ill. App. 3d at 972. To be clear, this *Korshak* factor does not require that all discovery documents be entered into the record so that the Court can treat the proceeding like a summary judgment motion or trial; discovery need not even be fully completed. *Lee*, 2019 IL App (5th) 180033, ¶ 56 (“[T]he circuit court should not turn the approval hearing into a trial on the merits.”); *see Shaun Fauley*, 2016 IL App (2d) 150236, ¶ 45 (“Given that a settlement is a compromise, a trial court is not to judge the legal and factual questions by the criteria employed in a trial on the merits.”); *GMAC Mortg.*, 236 Ill. App. 3d at 498 (“It is worth reiterating that settlement hearings are not to be full trials on the merits. One of the principal purposes of an early settlement is to avoid costly and lengthy discovery. This is part of the exchange the parties make in achieving settlement.”). Even still, much of this underlying material and data has been included in the record here, including through exhibits, declarations provided under penalty of perjury, and recapped in the last two years of briefing. *Lee*, 2019 IL App (5th) 180033, ¶ 53 (“[T]he trial court may consider any matters of fact or law properly presented by the record, including the pleadings, depositions, affidavits, answers to interrogatories, and any evidence that may have been adduced at the hearings.”); *see* 4 NEWBERG ON CLASS ACTIONS § 13.42 (5th ed.) (“Typically, the parties present evidence in the form of affidavits or declarations and exhibits to their moving papers and far less

frequently present live testimony in support of the settlement (certification or fees) at the fairness hearing”).

Years’-worth of time and effort went into litigating Plaintiffs’ cases, including contested motion practice and tens of thousands of pages of formal and informal discovery. It was only because of these efforts that Class Counsel obtained the key information that they needed to be prepared to negotiate a global resolution. (*See* Richman Decl. ¶¶ 5, 17; Holderman Decl. ¶¶ 13 (“[I]t was apparent that each side’s Counsel had spent a large amount of time and effort preparing for the July 10, 2019 mediation and that they were prepared to address their points of disagreement and to accurately assess their respective positions’ strengths and weaknesses.”), ¶ 18 (noting counsel for the Parties “thoughtfully considered how best to address Your Honor’s questions and concerns, and what information they would need to evaluate their proposals to determine whether they could reach an amended agreement”).)

The discovery here included lease agreements from around the country, internal CSC materials related to the company’s decision to enact the Administrative Fee charge, website screenshots regarding the Administrative Fee, communications about the Administrative Fee that were sent to landlords, and what initiatives the Administrative Fee was purportedly funding. (Richman Decl. ¶ 5.) CSC’s financial team provided Plaintiffs with the overall amount that CSC collected in Administrative Fees and the total expenses for which CSC claimed that it was entitled to reimbursement. (*See id.*) This was verified under penalty of perjury by CSC’s Chief Financial Officer. (*See generally* Epstein Decl.) Plaintiffs’ counsel obtained more detailed information regarding these figures to understand how Settlement Class Members were affected by the Administrative Fee, including obtaining the gross amount charged in Administrative Fees versus the net amount of Administrative Fees collected from Settlement Class Members, and the

breakdown of accounts from which the Fee was collected—for example, how the number of machines correlated with amounts collected in Administrative Fees and how much different segments of the Settlement Class actually paid in Administrative Fees. (*Id.*) This data showed, among other things, that approximately 20% of all CSC accounts were charged *absolutely nothing* in Administrative Fees, and that another 21% were charged less than \$250 in Administrative Fees across the entire Settlement Class Period. (*Id.*) The data also showed that almost 80% of CSC’s accounts included between one and 20 machines. (*Id.*)

The leases that CSC produced allowed the Parties to evaluate their similarities and differences. (*Id.*) This revealed, for example, a consistency in language that allowed CSC to deduct certain expenses. (*Id.*) It further demonstrated that CSC and its predecessors did not use a single, standard form lease. (*Id.*) Rather, there were variations in the actual mechanisms of the revenue-sharing provisions (*i.e.*, how much parties to the laundry lease contracts were entitled to in payment), differences in the presence of choice-of-law and choice-of-venue provisions, and differences in the notice-and-cure provisions that appeared. (*Id.*) This allowed Class Counsel to evaluate, among other aspects of the case, the strengths and weaknesses of their chances at certifying nationwide or state-specific classes, and how CSC was likely to argue the Administrative Fee was allowed under the current wording of the leases. (*Id.*)

Class Counsel’s technical team interfaced with CSC during the discovery phase to understand CSC’s accounting software. (*Id.*) Class Counsel was able to investigate how CSC’s software processed Administrative Fee deductions, accounted for revenue shares, and processed payments to Settlement Class Members. (*Id.*) With a sense of CSC’s software’s functionalities, and limitations, they were able to assess how, or whether, it could be used to redistribute any parts of the Administrative Fee to Settlement Class Members. (*Id.*)

In sum, Class Counsels' efforts have resulted in the issues in the litigation crystalizing such that the Parties could assess the strengths and weaknesses of their negotiating positions (based upon the litigation that has taken place to this point, the anticipated outcomes of any further discovery, and future motion practice that would have to take place), and evaluate the appropriateness of any proposed resolutions. *See Bayat*, 2015 WL 1744342, at \*6 (concluding sufficient discovery had been completed to evaluate the settlement even though parties reached an early settlement "because the issues in this case are straightforward and not particularly fact intensive").

This factor, then, like all the others (save the neutral second factor), strongly supports final approval of the Amended Settlement.

## VI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court enter an Order finally approving the Parties' Amended Settlement and ordering such other relief as the Court deems reasonable and just.<sup>13</sup>

Respectfully submitted,

**1050 WEST COLUMBIA  
CONDOMINIUM ASSOCIATION,  
RBB2, LLC, MJM VISIONS, LLC, and  
KAY-KAY REALTY, CORP.,**  
individually and on behalf of the Settlement  
Class,

Dated: February 2, 2022

By: /s/ Benjamin H. Richman

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<sup>13</sup> For the Court's convenience, Plaintiffs will submit a proposed final approval order in Microsoft Word format to the Court's designated email address prior to the February 16, 2022 final approval hearing.

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*Class Counsel*

**CERTIFICATE OF SERVICE**

I, Benjamin H. Richman, an attorney, hereby certify that on February 2, 2022 at Chicago, Illinois, I filed *Plaintiffs' Memorandum of Law in Support of Motion for Final Approval of Amended Class Action Settlement* by electronic means with the Clerk of the Circuit Court of Cook County, and that I served same upon the Parties' counsel of record using the Odyssey File & Serve Electronic Filing System.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this certificate of service are true and correct.

/s/ Benjamin H. Richman

Hearing Date: No hearing scheduled  
Location: <<CourtRoomNumber>>  
Judge: Calendar, 14

FILED  
2/2/2022 9:33 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2019CH07319  
Calendar, 14  
16553106

FILED DATE: 2/2/2022 9:33 PM 2019CH07319

# Exhibit 1



**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

1050 WEST COLUMBIA CONDOMINIUM ASSOCIATION, an Illinois non-profit organization, RBB2, LLC, a California limited liability company; MJM VISIONS, LLC, a California limited liability company; and KAY-KAY REALTY, CORP., an Arizona corporation, individually and on behalf of all others similarly situated,

*Plaintiffs,*

v.

CSC SERVICEWORKS, INC., a Florida corporation,

*Defendant.*

No. 2019-CH-07319

Honorable Sophia H. Hall

Calendar 14

**AMENDED STIPULATION OF CLASS ACTION SETTLEMENT**

The Amended Stipulation of Class Action Settlement (the “Amended Agreement” or “Amended Settlement”) is entered into by and among Plaintiffs 1050 West Columbia Condominium Association (“1050 West”), RBB2, LLC (“RBB2”), MJM Visions, LLC (“MJM Visions”), and Kay-Kay Realty, Corp. (“Kay-Kay”) (collectively “Plaintiffs”), for themselves individually and on behalf of the Settlement Class (as defined below), and Defendant CSC ServiceWorks, Inc. (“CSC” or “Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”). This Amended Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Class Claims and Released CSC Claims (as defined below), upon and subject to the terms and conditions of this Amended Agreement and subject to the final approval of the Court.

## RECITALS

A. On June 18, 2019, 1050 West Columbia Condominium Association filed a putative class action complaint against CSC in the Circuit Court of Cook County, Illinois, Case No. 2019-CH-07319. This case was then amended adding RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp. as additional plaintiffs and class representatives.

B. The case is one of several putative class actions filed against Defendant, one of the largest coin and card-operated laundry machine businesses in the country, in state and federal courts throughout the country alleging that it unlawfully breached its laundry service contracts. These other actions against CSC include: *RBB2, LLC v. CSC ServiceWorks, Inc.*, No. 1:18-cv-00915 (E.D. Cal.); *MJM Visions, LLC v. CSC ServiceWorks, Inc.*, No. 1:18-cv-04452 (E.D.N.Y.); and *Kay-Kay Realty, Corp. v. CSC ServiceWorks, Inc.*, No. 2:17-cv-07464-JMA-AKT (E.D.N.Y.).

C. In addition, there are other putative class actions (“the Related Actions”) filed in other jurisdictions also alleging wrongful conduct arising from the Administrative Fee at issue in the Action and in the cases in Paragraph B. These actions include: *Hochman v. CSC ServiceWorks, Inc.*, No. 2:21-cv-03595 (E.D.N.Y.); *Orion Property Group LLC v. Mark Hjelle*, No. 2:19-cv-00044 (E.D.N.Y.); and *Summit Gardens Associates, et al. v. CSC ServiceWorks, Inc.*, No. 1:17-cv-02553 (N.D. Ohio).

D. Plaintiffs, like other landlords across the country, generally desire to provide a laundry services amenity for their tenants and to have space available at their property for a community laundry room. CSC is in the laundry services business and has the equipment, service technicians, collection teams, and administrative infrastructure to provide community laundry services for Plaintiffs and other landlords. In these relationships, Plaintiffs provide the space,

utility hookups, and utility services and CSC provides everything else needed to set up and operate a community laundry room for Plaintiffs' tenants. Plaintiffs and CSC then share the revenue from the laundry operations, as well as the expenses that make that revenue possible. This revenue- and expense-sharing relationship takes the form of a "lease" of the laundry room space and payment of "rent" which is a portion of the money collected from the laundry equipment. Traditionally, the shared expenses are deducted from the laundry equipment's gross revenue before the net revenues are split and the landlords (also referred to as lessors) receive their rent.

E. At issue in this litigation and the Related Actions is a dispute over the sharing of the expenses incurred to provide the community laundry services—and the revenues they provide—at Plaintiffs and other putative class members' properties after CSC provided notification that it would begin to recover some of those expenses in the form of an administrative fee. These suits allege that CSC's administrative fee exceeds the scope of the shared expense deductions set forth in the leases. These deductions generally cover expenses associated with tenants, third parties, and operation of the laundry equipment and community laundry rooms. For example, these deductions included refunds paid to customers, vandalism to the equipment, and applicable fees and taxes, including sales, use, excise, personal property, or real estate taxes, among other specifically enumerated costs and expenses related to the lessors' properties.

F. In May 2017, CSC informed lessors it would be implementing a 9.75% "Administrative Fee" as a deduction to be taken from the machines' gross revenue (also referred to as gross collections). This Administrative Fee was used for a host of CSC's initiatives, including its digital payment system upgrades, website maintenance, refund processing,

vandalism insurance, administrative costs, and other CSC infrastructure and service improvements. The Plaintiffs in each lawsuit have brought breach of contract claims, among others, alleging that this Administrative Fee is not allowed under the leases' terms. In contrast, CSC contends that the Administrative Fee is properly assessed and collected pursuant to the leases, which contemplate shared revenue/shared expense relationships between CSC and laundry room lessors regarding their laundry room operations. CSC further contends that under the terms of its leases it could have collected these various costs and expenses and/or instituted the Administrative Fee to recover such costs and expenses at any time.

G. The cases stand in varying procedural postures. The plaintiff in *RBB2, LLC* defeated CSC's motion to dismiss and proceeded into formal discovery, exchanging information pursuant to interrogatories and requests for production of documents related to the administrative fee and leases with putative class members. The *RBB2, LLC* court also dismissed CSC's counterclaims with leave to amend. CSC has not yet filed a motion to dismiss in the Illinois Action. However, Plaintiff 1050 West in the Illinois Action filed a motion for class certification, which is not yet fully briefed. *Kay-Kay Realty, Corp.* was dismissed before CSC filed any motion to dismiss so that the parties could begin exploring the possibility of settlement. *MJM Visions* was dismissed *without prejudice* for lack of subject matter jurisdiction following CSC's motion to dismiss on the basis that the contract at issue required certain pre-suit notice to be provided to CSC. (Notably, the *RBB2* court declined to dismiss that action based on a similar argument regarding near identical notice language in the contract at issue there.)

H. In the case in which CSC had to answer, *RBB2, LLC*, it has asserted counterclaims for breach of contract. CSC alleges that it has not always deducted or collected the maximum amount of shared costs from lessors in the past to which it is owed and for which the

administrative fee was implemented in May 2017 to collect going forward. These counterclaims are not unique to just these plaintiffs; CSC represents that it is entitled to collect \$152 million in uncompensated, outstanding costs from lessors across the country. This is in addition to more than \$45 million in unpaid base compensation that CSC represents it is owed and entitled to collect from lessors obligated to pay it a minimum monthly payment for use of its laundry machines and services.

I. Shortly after filing the *RBB2, LLC* case in June 2018, the parties began discussing the possibility of a global resolution. The parties briefed the motion to dismiss in *RBB2, LLC* simultaneously with engaging in settlement discussions. These discussions included substantial informal discovery related to the value of the claims, including cost breakdowns reflecting the amount in Administrative Fees that CSC collected, the number and types of accounts that have incurred the Administrative Fees, and the amount of uncompensated costs and unpaid base compensation owed to CSC.

J. In June 2019, after a year of back-and-forth negotiations, including several in-person sessions, the parties eventually reached a structure that they anticipated could develop into a global settlement. The structure, however, was incomplete insofar as there were several outstanding items that the parties could not agree on, including the total amount of additional cash consideration that CSC would agree to pay. The parties agreed to schedule a mediation session in July 2019 with the Hon. James F. Holderman (Ret.) at JAMS Chicago to attempt to reach a resolution. After a full-day mediation, in which the parties engaged in multiple rounds of negotiations facilitated by Judge Holderman, the parties agreed on the deal's unresolved points, which were memorialized in the form of a binding term sheet.

K. On October 21, 2019, Plaintiffs filed their Motion for Preliminary Approval of Class Action Settlement. After a hearing on the Motion, during which the Court requested certain edits be made to the proposed Notice documents, the Court granted preliminary approval to the Settlement and ordered that Notice be disseminated.

L. After granting preliminary approval, the Court has held a number of hearings, in which it has asked questions about the laundry services industry and how it works, competitors in the industry, CSC and its clients, the multi-year contracts between CSC and some laundry room lessors and the month-to-month agreements with others, the many long-standing relationships between CSC and its clients, and the routine renewal of leases by class members with CSC. The Court has also asked questions about the Settlement, including questions with respect to the Notice plan, the relief available under the settlement, and the options in relief in the original settlement that Class Members could choose from. In response to the questions raised by the Court, the Parties agreed to reengage Judge Holderman to oversee another mediation session on August 25, 2021, and a further mediation session on September 16, 2021, to assist them in revising their initially proposed settlement agreement to address the Court's questions and to issue Supplemental Notice to the Settlement Class informing them of the Amended Settlement.

M. Plaintiffs and Class Counsel have conducted a comprehensive examination of the law and facts regarding the claims against CSC, the potential defenses available, and the counterclaims asserted against Plaintiffs and the Settlement Class.

N. Plaintiffs believe that their claims have merit, that they would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class, defeated the counterclaims, and prevailed on the merits at summary judgment or at trial. Plaintiffs also deny

all material allegations of wrongdoing and liability for the counterclaims. Nonetheless, Plaintiffs and Class Counsel recognize that CSC has raised factual and legal claims and defenses that present a risk that Plaintiffs may not prevail on their claims, that they might be liable for CSC's counterclaims, and/or that a class might not be certified. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation. Therefore, Plaintiffs believe that it is desirable that the Released Class Claims and Released CSC Claims be fully and finally compromised, settled, resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Amended Agreement.

O. Based on their comprehensive examination and evaluation of the law and facts relating to the matters at issue, Class Counsel have concluded that the terms and conditions of this Amended Agreement are fair, reasonable, and adequate to resolve the alleged claims of the Settlement Class and that it is in the best interests of the Settlement Class Members to settle the Released Class Claims and Released CSC Claims pursuant to the terms and conditions set forth in this Amended Agreement.

P. Defendant denies all allegations of wrongdoing and liability and denies all material allegations in the Action and in all other putative class actions against it related to the Administrative Fee. CSC and its counsel also believe that their counterclaims have merit, and that they would have ultimately succeeded in defeating adversarial certification of the proposed Settlement Class, defeated the claims of the Settlement Class, and prevailed on the merits at summary judgment or at trial on their counterclaims. But CSC and its counsel have similarly concluded that this Amended Settlement Agreement is desirable to settle the Released Class Claims and Released CSC Claims pursuant to the terms and conditions set forth in this Amended

Agreement to avoid the time, risk, and expense of defending protracted litigation and to resolve finally and completely the pending and potential claims of Plaintiffs and the Settlement Class, all of whom are CSC's clients and/or former clients.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and Defendant that, subject to the Court after a hearing as provided for in this Amended Agreement, and in consideration of the benefits flowing to the Parties from the Amended Settlement set forth herein, the Released Class Claims and Released CSC Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Amended Agreement.

### **AMENDED AGREEMENT**

#### **1. DEFINITIONS**

As used herein, in addition to any definitions set forth elsewhere in this Amended Agreement, the following terms shall have the meanings set forth below:

**1.1. "Action"** means the case captioned *1050 West Columbia Condominium Association, et al.*, No. 2019-CH-07319, as amended, pending in the Circuit Court of Cook County, Illinois.

**1.2. "Administrative Fee"** means the 9.75% or other percentage deduction assessed on a lessor's gross collections that CSC began collecting in May 2017.

**1.3. "Amended Agreement" or "Amended Settlement"** means this Stipulation of Class Action Settlement (including all exhibits hereto).

**1.4. "Approved Claim"** means a Claim Form submitted by a Settlement Class Member that is (a) timely and submitted in accordance with the directions on the Claim Form



and the terms of this Amended Agreement, (b) is fully completed and physically signed or electronically signed by the Settlement Class Member or its authorized agent, and (c) satisfies the conditions of eligibility for a settlement payment as set forth in this Amended Agreement. All approved Option 1 Election Forms from the Parties' initially proposed settlement shall be deemed Approved Claims without having to submit a new Claim Form.

**1.5. "Claim Deadline"** means the date by which all Claim Forms must be postmarked or submitted on the Settlement Website to be considered timely and shall be set as a date no later than thirty-five (35) days following the Supplemental Notice Date, subject to Court approval. The Claim Deadline shall be clearly set forth in the order preliminarily approving the Amended Settlement, as well as in the Supplemental Notice and the Claim Form.

**1.6. "Claim Form"** means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members or their authorized agents that wish to elect to receive a settlement payment, shall be available in paper and electronic format. The Claim Form will require the Settlement Class Member to provide the following information: (i) U.S. Mail address on the contract with CSC or building containing CSC laundry machines, (ii) the business or full name of the owner of the property and, if applicable, an authorized agent of the owner of the property, and (iii) current contact telephone number, U.S. Mail address, and email address. The Claim Form will also provide fields for Settlement Class Members to include the account name, account number, and payee number associated with the property, which will be provided to Settlement Class Members on the Supplemental Notice sent to them.

**1.7. “Class Counsel”** means attorneys Jay Edelson, Benjamin H. Richman, and Michael W. Ovca of Edelson PC, Michael R. Karnuth of the Law Offices of Michael R. Karnuth, and Edward M. Burnes, Attorney at Law.

**1.8. “Class Representatives”** means the named Plaintiffs 1050 West Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp.

**1.9. “Court”** means the Circuit Court of Cook County, Illinois, the Honorable Sophia H. Hall, presiding, or any Judge who shall succeed her as the Judge assigned to the Action.

**1.10. “Defendant” or “CSC”** means Defendant CSC ServiceWorks, Inc., a Florida corporation.

**1.11. “Defendant’s Counsel”** means attorneys Paul A. Williams and Molly S. Carella of Shook, Hardy & Bacon LLP.

**1.12. “Effective Date”** means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Judgment and an appeal was not timely filed; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to attorneys’ fees and reimbursement of expenses, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Judgment. The Effective Date is further subject to the conditions set forth in Section 9.1.

**1.13. “Fee Award”** means the amount of attorneys’ fees and reimbursement of costs to Class Counsel as awarded by the Court in addition to and separate from settlement payments being made to Settlement Class Members.

**1.14. “Final Approval Hearing”** means the hearing before the Court where the Parties will request that the Final Judgment be entered by the Court finally approving the Amended Settlement as fair, reasonable and adequate, and approving the Fee Award and the incentive awards to the Class Representatives.

**1.15. “Final Judgment”** means the final judgment to be entered by the Court approving the class settlement of the Action in accordance with the Amended Agreement after the Final Approval Hearing.

**1.16. “Lead Class Counsel”** means attorneys Jay Edelson, Benjamin H. Richman, and Michael W. Ovca of Edelson PC.

**1.17. “Objection/Exclusion Deadline”** means the date by which a written objection to this Amended Settlement Agreement or a request for exclusion submitted by a member of the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date no later than thirty-five (35) days following the Supplemental Notice Date, or such other dates as ordered by the Court.

**1.18. “Person”** means any individual, corporation, trust, partnership, limited liability company, or other legal entity and their respective predecessors, successors or assigns.

**1.19. “Plaintiffs”** means, collectively, 1050 West Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp.

**1.20. “Preliminary Approval”** means the Court’s Order preliminarily approving the Amended Settlement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Supplemental Notice.

**1.21. “Released Class Claims”** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, controversies, extracontractual claims, damages, debts, judgments, suits, actual, statutory, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on any federal, state, local, statutory or common law or any other law, rule or regulation—including specifically, but not limited to, claims under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 *et seq.*, or for breach of contract or unjust enrichment—against the Released CSC Parties, or any of them, arising out of or related in any way to the creation, notice, implementation, assessment, imposition or collection of the Administrative Fee, including all facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the assessment of the Administrative Fee, whether or not any fee has ever been collected, including all claims that were brought or could have been brought in the Action, the actions listed in Paragraph B, or the Related Actions, relating to any such Administrative Fee, belonging to any and all Releasing / Released Class Parties.

**1.22. “Released CSC Claims”** means any and all claims, causes of action, demands, damages, debts, liabilities, controversies, judgments or suits of any kind whatsoever arising out of or related in any way to CSC’s business relationship with Persons in the Settlement Class,

including but not limited to any such claims, causes of action, demands, damages, debts, liabilities, controversies, judgments or suits arising out of or related in any way to CSC's business relationships and the costs borne by CSC related to its business relationships with the Settlement Class Members for which it is entitled to receive, but has not received, reimbursement and the deficit between the minimum base compensation Settlement Class Members were to provide to CSC under their lease agreements and the gross collections received from those Persons in the Settlement Class that were brought or could have been brought in the Action, the actions listed in Paragraph B, or the Related Actions relating to any such Administrative Fee, belonging to any and all Releasing / Released CSC Parties.

**1.23. "Releasing / Released Class Parties"** means Plaintiffs, the Settlement Class Members, and each of their respective present or past executives, employees, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, managers, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, companies, firms, trusts, corporations, administrators, predecessors, successors, assigns, parent companies, subsidiaries, agents, associates, affiliates, divisions, and holding companies.

**1.24. "Releasing / Released CSC Parties"** means Defendant, as well as all of its present or past executives, employees, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, managers, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, companies, firms, trusts,

corporations, administrators, predecessors, successors, assigns, parent companies, subsidiaries, agents, associates, affiliates, divisions, and holding companies.

**1.25. “Settlement Administrator”** means, subject to approval of the Court, KCC Class Action Services LLC, a third-party administrator selected by Class Counsel and CSC, which shall assist with disseminating Supplemental Notice to the Settlement Class, processing Claim Forms, and processing settlement payments in connection with Approved Claims.

**1.26. “Settlement Administration Expenses”** means the expenses incurred by CSC and the Settlement Administrator in or relating to administering the Amended Settlement, creating the Settlement Website, providing Supplemental Notice, processing Claim Forms, and other such related expenses, with all such expenses to be paid by CSC in addition to and separate from the settlement payments being made to Settlement Class Members.

**1.27. “Settlement Class”** means all Persons having existing leases with CSC on May 1, 2017, that were assessed and/or subject to one or more Administrative Fees, whether or not any fee has ever been collected, from May 2017 through the date of Preliminary Approval of this Amended Settlement. Excluded from the Settlement Class are (i) all individuals and entities who have had their claims regarding the Administrative Fee adjudicated on the merits or otherwise released; (ii) any Judge or Magistrate presiding over the Action or the actions listed in Paragraph B regarding the Administrative Fee and their family members; (iii) CSC, its subsidiaries, parents, successors, predecessors, and any entity in which CSC or its parents have a controlling interest and its current or former employees, officers, and directors; (iv) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (v) counsel for all Parties and their family members. Any person who timely excluded himself, herself, or itself in

connection with the initially proposed Settlement will have that exclusion honored unless they submit a Claim Form in connection with the Amended Settlement.

**1.28. “Settlement Class Member”** means any Person who falls within the definition of the Settlement Class and who does not timely submit a valid request for exclusion from the Amended Settlement.

**1.29. “Settlement Website”** means the website to be created, launched, and maintained by or for CSC at the URL <https://www.cscadminfeesettlement.com>, which shall include information substantially in the form attached as Exhibit D, allow for the electronic submission of Claim Forms, and provide access to relevant case documents—including the Supplemental Notice, information about the submission of Claim Forms and other relevant documents. The Settlement Website shall remain accessible until at least thirty (30) days after the Effective Date.

**1.30. “Supplemental Notice”** means the supplemental notice of the proposed Amended Settlement and Final Approval Hearing, which is to be disseminated to all Settlement Class Members in the manner set forth in the Amended Settlement Agreement, which fulfills the requirements of Due Process and 735 ILCS 5/2- 801, and which is substantially in the form of Exhibits B-D attached hereto.

**1.31. “Supplemental Notice Date”** means the date upon which the Supplemental Notice is complete, which shall be a date no later than twenty-one (21) days after the Court preliminarily approves the Amended Settlement.

**1.32. “Unaffected Claims”** means any and all existing claims, lawsuits and/or judgments, claims for breach or default of lease agreements for issues other than those related to the Released Class Claims and Released CSC Claims, including rights, claims and obligations for indemnity arising from lease agreements or common law. The Unaffected Claims shall not be

released or otherwise discharged as a result of the Amended Settlement, and all parties to such Unaffected Claims shall retain all arguments, defenses, and other rights that they may have had or that may have existed prior to the Amended Settlement, as well as such arguments, defenses or other rights that may arise in the future with respect to such Unaffected Claims.

**1.33. “Unknown Claims”** means claims that could have been raised in the Action, the actions listed in Paragraph B, or the Related Actions and that Plaintiffs, any Settlement Class Member, Defendant or any of the Releasing / Released Class Parties, or Releasing / Released CSC Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Releasing / Released Class Parties, or Releasing / Released CSC Parties or the Released Class Claims, Released CSC Claims or might affect his, her or its decision to agree, to object or not to object to the Amended Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class Members, Defendant, and the Releasing / Released Class Parties and Releasing / Released CSC Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

Upon the Effective Date, Plaintiffs, the Settlement Class Members, Defendant, and the Releasing / Released Class Parties and Releasing / Released CSC Parties each shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or



equivalent to Section 1542 of the California Civil Code. Plaintiffs, the Settlement Class Members, Defendant, and the Releasing / Released Class Parties and Releasing / Released CSC Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Class Claims and Released CSC Claims notwithstanding any Unknown Claims they may have, as that term is defined in this Section.

## **2. AMENDED SETTLEMENT RELIEF**

**2.1. Settlement Payment.** For each Settlement Class Member that submits an Approved Claim, CSC shall pay an amount equal to 50 percent (50%) of the total Administrative Fees deducted from the Settlement Class Member's rent under the laundry lease agreement in effect on May 1, 2017 for the property listed on that Approved Claim Form. If a Settlement Class Member had multiple existing leases with CSC (i.e. multiple properties for which CSC was providing laundry services) on May 1, 2017, that were assessed and/or subject to one or more Administrative Fees, whether or not any fee was collected, from May 2017 through the date of Preliminary Approval of this Amended Settlement, a separate Claim Form must be submitted for each property. All Settlement Class Members that submit an Approved Claim Form shall be mailed a payment via check within one hundred twenty (120) days after the Effective Date. To the extent that a check issued to a Settlement Class Member is not cashed within one hundred twenty (120) days after the date of issuance, the check will be void, and such funds shall be distributed pursuant to 735 ILCS 5/2-807 to the Illinois Bar Foundation.

**2.2. Suspension of Administrative Fee.** For each Settlement Class Member that submits an Approved Claim Form, if the Settlement Class Member's laundry lease agreement in

effect on May 1, 2017, for the property listed on the Approved Claim Form has not yet renewed (i.e. a renewal that has occurred after a lessor had an opportunity to terminate the lease, whether through an automatic renewal, conversion to a shorter term, including an annual or month-to-month lease term, or negotiated a new lease or addendum) (collectively “a renewed lease” or “renewal”), CSC will suspend collection of the Administrative Fee for the Class Member’s property listed on the Approved Claim Form beginning 30 days after the Effective Date of the Amended Settlement until the Class Member enters a renewed lease or otherwise renews or negotiates a new lease or lease addendum with CSC.

**2.3. Rate freeze.** CSC will freeze the rate of the Administrative Fee applied to all Settlement Class Members’ accounts, even the accounts of those who do not submit an Approved Claim Form, at a rate of 9.75% for two (2) years following the Effective Date. For the avoidance of doubt, no lease subject to the suspension of the Administrative Fee as called for in Section 2.2 will have an Administrative Fee charged until the Class Member enters a renewed lease or otherwise renews or negotiates a new lease or lease addendum with CSC.

**2.4. Future Disclosure and Imposition of Administrative Fee.** For all Settlement Class Members, even for those who do not submit an Approved Claim Form, CSC shall expressly disclose the existence and application of any Administrative Fee in all new CSC contracts or contract addendums or amendments in the future. The existence and application of the Administrative Fee, along with the general categories of services it covers (for example, such services might include the following administrative and allocable costs: collections, loss control, environmental fees, check charges, transportation surcharges, technology fees and customer support), and its rate shall be set forth in all new CSC contracts or future contract addendums or amendments in a section discussing the other monetary obligations of the parties. Subject to

Sections 2.2 and 2.3, and in exchange for the settlement relief and the release of Released CSC Claims against the Settlement Class, upon the Effective Date, all Settlement Class Members acknowledge the Administrative Fee that CSC disclosed to Settlement Class Members in a May 2017 letter will continue as part of their existing leases and the shared revenue/shared expense relationships with CSC regarding their laundry room operations, whether or not any Administrative Fee has ever been collected.

**2.5. Forbearance of Deficit and Uncompensated Costs.** Additionally, as set forth in Section 3, for all Settlement Class Members, even those that do not submit an Approved Claim Form, CSC will forbear collection and release all claims against all Settlement Class Members related to: (i) the deficit between the minimum base compensation Settlement Class Members were to provide to CSC under their lease agreements and the gross collections received from those Settlement Class Members, which CSC represents to be forty-five million five hundred thousand dollars (\$45.5 million); and (ii) costs related to its business relationships with the Settlement Class Members for which it is entitled to receive, but has not received, reimbursement, which CSC represents to be one hundred fifty-two million dollars (\$152 million).

### **3. RELEASES**

**3.1.** The obligations incurred pursuant to this Amended Settlement Agreement shall be a full and final disposition of the Action and any and all: (i) Released Class Claims, as against all Releasing / Released CSC Parties; and (ii) Released CSC Claims, as against all Releasing / Released Class Parties.

**3.2. The Release of Claims Against CSC.** Upon the Effective Date, and in consideration of the relief provided in the Amended Settlement described herein, the Releasing /

Released Class Parties, and each of them, shall be deemed to have released, and by operation of the Final Judgment shall have, fully, finally, and forever, released, relinquished and discharged all Released Class Claims up through and including the Effective Date against each and every one of the Releasing / Released CSC Parties. This release shall not include the Unaffected Claims.

**3.3. The Release of Claims Against the Settlement Class.** Upon the Effective Date, and in consideration of the relief provided in the Amended Settlement described herein, the Releasing / Released CSC Parties, and each of them, shall be deemed to have released, and by operation of the Final Judgment shall have, fully, finally, and forever, released, relinquished and discharged all Released CSC Claims up through and including the Effective Date against each and every one of the Releasing / Released Class Parties. This release shall not include the Unaffected Claims.

#### **4. NOTICE**

**4.1. Direct Notice.** No later than twenty-one (21) days after the entry of Preliminary Approval, the Settlement Administrator shall send Supplemental Notice substantially in the form attached as Exhibit B (for those receiving Supplemental Notice via email) and Exhibit C (for those receiving Supplemental Notice via First Class U.S. Mail) to all Persons in the Settlement Class using the best-known mail and/or email address in CSC's records.

**4.2.** No later than seven (7) days after the entry of Preliminary Approval, CSC and/or the Settlement Administrator will establish, maintain and update the Settlement Website, which shall include the ability to file Claim Forms online.

**4.3.** The Supplemental Notice shall advise the Settlement Class of their rights under the Amended Settlement, including the right to be excluded from or object to the Amended

Settlement or its terms. The Supplemental Notice shall specify that any objection to this Amended Settlement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Supplemental Notice, the individual making an objection shall file notice of his or her intention to do so and provide the necessary information described in Section 4.4, and at the same time (a) file copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, and (b) send copies of such papers via mail, hand, or overnight delivery service to the Settlement Administrator, Lead Class Counsel, and Defendant's Counsel.

**4.4. Right to Object or Comment.** Any Settlement Class Member who intends to object to this Amended Settlement must present the objection in writing, which must be personally signed by the objector and must include: (i) the U.S. Mail address on the contract with CSC or the building containing CSC laundry machines, (ii) the business or full name of the current property owner, (iii) current contact telephone number, U.S. Mail address, and email address, (iv) the specific grounds for the objection, (v) all documents or writings that the Settlement Class Member desires the Court to consider, (vi) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (vii) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be sent via First Class U.S. Mail to the Settlement Administrator, Lead Class Counsel, and Defendant's Counsel, and filed with the Court, and must be postmarked and filed no later than the Objection/Exclusion Deadline. Any

Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Supplemental Notice, and at the same time provide copies to the Settlement Administrator, Lead Class Counsel, and Defendant's Counsel, shall not be permitted to object to this Amended Settlement Agreement or appear at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Amended Settlement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

**4.5. Right to Request Exclusion.** Any individual in the Settlement Class may submit a request for exclusion from the Amended Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (i) be in writing, (ii) identify the case name "*1050 West Columbia Condominium Association, et al. v. CSC ServiceWorks, Inc.*, No. 2019-CH-07319 (Cook Cty. Ill. Cir. Ct.)," (iii) state the U.S. Mail address on the contract with CSC or the building containing CSC laundry machines, (iv) state the business or full name of the current property owner, (v) state the business or person's current contact telephone number, U.S. Mail address, and email address, (vi) be physically signed by the individual(s) seeking exclusion, and (vii) be sent via First Class U.S. Mail so that it is postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. Each request for exclusion must also contain a statement to the effect that "I/We hereby request to be excluded from the proposed Settlement Class." A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Supplemental Notice, or that is not postmarked or received within the time specified, shall be invalid and the individual serving such a request shall be deemed to remain a Settlement Class Member and shall be bound as a

Settlement Class Member by this Amended Settlement Agreement, if approved by the Court. Each request for exclusion from the prior settlement received from a Settlement Class Member will be honored unless that Class Member submits a Claim Form after receipt of the Supplemental Notice. Any Person who timely and properly elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Final Judgment entered in the Action, (ii) be entitled to relief under this Amended Agreement, (iii) gain any rights by virtue of this Amended Agreement, or (iv) be entitled to object to any aspect of this Amended Agreement. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

## **5. CLAIMS PROCESS AND AMENDED SETTLEMENT ADMINISTRATION**

**5.1.** The Settlement Administrator shall, under the supervision of the Court and with the assistance of CSC, administer the relief provided by this Amended Settlement Agreement by processing Claim Forms in a rational, responsive, cost-effective, and timely manner. The Settlement Administrator and CSC shall maintain reasonably detailed records of their activities under this Amended Agreement and provide summaries upon request by Lead Class Counsel. The Settlement Administrator and CSC shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator and CSC shall provide Class Counsel with information, under oath, concerning the Supplemental Notice, administration, and implementation of the Amended Settlement Agreement. Should the Court request, the Settlement Administrator and CSC shall submit a timely report to the Court summarizing the settlement administration work performed, including a report of all amounts provided to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator and/or CSC, shall:

(a) Make available to Lead Class Counsel—through sharing via Secure File Transfer Protocol or otherwise—all materials received in connection with the administration of the Amended Settlement within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Amended Agreement;

(b) Provide monthly reports to Lead Class Counsel, including without limitation, reports regarding the number of Claim Forms received, the number of Approved Claims, the categorization and description of Claim Forms rejected, in whole or in part; and

(c) Make available for inspection by Lead Class Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

**5.2.** The Settlement Administrator and CSC shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator and CSC shall review all Claim Forms to determine if a Settlement Class Member has an Approved Claim, applying the effective revenue share percentage in that Settlement Class Member's existing lease as of May 1, 2017 without regard to other revenue sharing terms. CSC and/or the Settlement Administrator shall determine whether a Claim Form is an Approved Claim by determining if the Person is a Settlement Class Member entitled to an Amended Settlement payment and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Amended Agreement, or (b) provide full and complete information as requested on the Claim Form. In the event a Settlement Class Member submits a timely Claim Form by the Claim Deadline but the Claim Form is not complete, then CSC and/or the Settlement Administrator shall use best efforts to identify the Settlement Class Member and associated property from CSC's records, and shall make reasonable efforts to contact the Settlement Class Member if additional information is needed,



and to obtain such information. In the event CSC and/or the Settlement Administrator receives such information more than thirty (30) days after the Claim Deadline, then any such claim shall be denied.

**5.3.** In determining whether a Claim Form is an Approved Claim, any Administrative Fees collected during the terms of leases entered into after May 1, 2017 (e.g. new clients, new leases/lease addendums, a renewal that occurred after a lessor had an opportunity to terminate the lease, whether through an automatic renewal, or month-to-month renewal) will not be considered in calculating the settlement payment. Settlement Class Members that entered into new contracts in any form after May 1, 2017 shall not be able to recover a settlement payment based upon Administrative Fees collected under the post-May 1, 2017 contract. Similarly, Settlement Class Members who received refunds for all or a portion of the Administrative Fees that were collected from them will not be permitted to recover a settlement payment based upon the Administrative Fees collected but already refunded. Nor will Settlement Class Members from whom no Administrative Fees were collected be able to recover a settlement payment. The Settlement Administrator shall deem all Option 1 Election Forms from the Parties' initially proposed settlement as Approved Claims unless the Class Member files a subsequent valid request for exclusion.

**5.4.** Defendant's Counsel and Lead Class Counsel shall have the right to challenge Approved Claims relating to the calculation of the amount of the settlement payment and to the extent either Party believes that there are instances of fraud, misconduct or another reasoned basis to suggest that an individual or entity is not, in fact, entitled to recover a settlement payment. The Parties' counsel shall meet and confer as to each challenge to reach a mutually agreeable resolution. Any challenges unresolved by the Parties' counsel shall be adjudicated by a

third-party neutral selected by the Parties or assigned by JAMS from their Chicago roster of former judicial officers with class action experience for binding determination. In the event that any Party seeks to exercise its right to terminate the Amended Settlement Agreement because more than 5,000 Approved Claim Forms have been challenged as set forth in Section 7.1, the Parties shall file copies of signed challenges with the Court.

## **6. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER**

**6.1. Preliminary Approval Order.** Promptly after execution of this Amended Agreement, Lead Class Counsel shall submit this Amended Agreement to the Court and shall move the Court to enter an order preliminarily approving the Amended Settlement, which shall include, among other provisions, a request that the Court:

- a. appoint Plaintiffs 1050 West Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp. as Class Representatives of the Settlement Class;
- b. appoint Class Counsel to represent the Settlement Class;
- c. certify the Settlement Class under 735 ILCS 5/2-801, *et seq.* for settlement purposes only;
- d. preliminarily approve this Amended Agreement as fair, reasonable, and adequate, and for purposes of disseminating Supplemental Notice to the Settlement Class;
- e. approve the form and content of the Supplemental Notice and the method of its dissemination to the Settlement Class;
- f. approve the appointment of the Settlement Administrator; and
- g. schedule a Final Approval Hearing to review comments and/or objections regarding the Amended Settlement, to finally consider its fairness, reasonableness and adequacy,

to consider the application for a Fee Award and incentive awards to the Class Representatives, and to consider whether the Court shall issue a Final Judgment approving this Amended Agreement, granting Lead Class Counsel's application for the Fee Award and the incentive awards to the Class Representatives, and dismissing the Action with prejudice.

**6.2. Final Approval Order.** After Supplemental Notice to the Settlement Class is given and following the deadline to submit information in support of a Claim Form as stated in Section 5.2, Lead Class Counsel shall move the Court for entry of a Final Judgment, which shall include, among other provisions, a request that the Court:

- a. find that it has personal jurisdiction over all Settlement Class Members and Defendant for purposes of this Amended Settlement and subject matter jurisdiction to approve this Amended Settlement Agreement, including all attached Exhibits;
- b. certify the Settlement Class solely for purposes of this Amended Settlement;
- c. approve the Amended Agreement and the proposed Amended Settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Amended Settlement Agreement according to its terms and conditions; and declare the Amended Settlement Agreement to be binding on, and have *res judicata* and preclusive effect in, all pending lawsuits (including the actions in Paragraph B and the Related Actions) and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs, Defendant, and all other Settlement Class Members, Releasing / Released Class Parties and Releasing / Released CSC Parties regarding the Released Class Claims and Released CSC Claims;

d. find that the Supplemental Notice disseminated pursuant to the Amended Settlement Agreement (1) constitutes the best practicable notice under the circumstances, (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Amended Settlement Agreement and to appear at the Final Approval Hearing, (3) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice, and (4) fulfills the requirements of Due Process and 735 ILCS 5/2-801;

e. find that the Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Amended Agreement;

f. dismiss the Action on the merits and with prejudice, without fees or costs to any party except as provided in this Amended Settlement Agreement;

g. incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Releasing / Released Class Parties and Releasing / Released CSC Parties as set forth herein;

h. authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Amended Settlement Agreement and its implementing documents (including all Exhibits to this Amended Agreement) that (1) shall be consistent in all material respects with the Final Judgment, and (2) do not limit the rights of Settlement Class Members;

i. without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction over the Plaintiffs, CSC, the Settlement Class Members, and the Releasing / Released Class Parties and Releasing / Released CSC Parties as to all matters relating to

administration, consummation, enforcement and interpretation of the Amended Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

j. incorporate any other provisions, consistent with the material terms of this Amended Agreement, as the Court deems necessary and just.

## **7. TERMINATION**

**7.1.** The Class Representatives, on behalf of the Settlement Class Members, and/or CSC, shall have the right to terminate this Amended Agreement by providing written notice of his, her or its election to do so (“Termination Notice”) to all other Parties hereto pursuant to Section 10.16 of this Amended Agreement or within ten (10) days of: (i) the Court’s refusal to grant Preliminary Approval of the Amended Agreement in any material respect, (ii) the Court’s refusal to enter the Final Judgment in any material respect, (iii) the date upon which the Final Judgment is modified or reversed in any material respect by any appellate or other court, or (iv) in the event more than five thousand (5,000) Approved Claims are challenged prior to the Final Approval Hearing.

**7.2.** CSC shall be entitled, at its option, and in its sole and absolute good faith discretion, to withdraw from the Amended Settlement if the number of Settlement Class Members identified in the Parties’ original binding term sheet exclude themselves from the Settlement. The total number of exclusions needed to trigger this provision shall be provided to the Court at the hearing for Preliminary Approval. In the event CSC elects to withdraw from the proposed Amended Settlement, the Amended Settlement shall be null and void and the Parties returned to the *status quo ante*.

## **8. INCENTIVE AWARD AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES**

**8.1. The Fee Award.** CSC agrees to pay to Class Counsel reasonable attorneys' fees as well as unreimbursed expenses in an amount to be determined by the Court. Lead Class Counsel will petition the Court for an award of reasonable attorneys' fees as well as unreimbursed expenses incurred in the Action and the actions identified in Paragraph B as the Fee Award, and the amount of the Fee Award will be determined by the Court based on this petition. CSC will not object to, or otherwise challenge, Lead Class Counsel's application for attorneys' fees and for reimbursement of costs and other expenses if the petition is limited to five million dollars (\$5,000,000.00). Lead Class Counsel has agreed to limit their request for attorneys' fees and for reimbursement of costs and other expenses to no more than eight million dollars (\$8,000,000.00) and in no event will CSC be required to pay more than this amount for any and all attorneys' fees incurred in connection with the Action, the actions identified in Paragraph B, and the Amended Settlement. Payment of the Fee Award shall be made independently of the settlement payments to Class Members. CSC is not responsible for Lead Class Counsel's allocation of the Fee Award among itself or other counsel that have contributed to the execution and implementation of this Amended Agreement.

The Fee Award shall be payable within five (5) business days after entry of the Court's Final Judgment, subject to Lead Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking"), attached hereto as Exhibit E, and providing all payment routing information and tax I.D. numbers for Lead Class Counsel. Payment of the Fee Award shall be made by wire transfer to Edelson PC in accordance with wire instructions to be provided to CSC by Edelson PC, after completion of necessary forms, including but not limited to W-9 forms. Additionally, should any party to the Undertaking dissolve, merge, declare bankruptcy,

become insolvent, or cease to exist prior to the final payment to Settlement Class Members, that party shall execute a new undertaking guaranteeing repayment of funds within fourteen (14) days of such an occurrence.

**8.2. Incentive Award.** In addition to any settlement benefit under the Amended Agreement and in recognition of their efforts on behalf of the Settlement Class, subject to Court approval, CSC agrees that the Class Representatives shall be entitled to reasonable incentive awards in the amount of \$5,000 each to be paid independently of the settlement payments to Class Members. Payment of the Incentive Award shall be made via check to the Class Representatives, with such checks to be sent care of Lead Class Counsel within fourteen (14) days after the Effective Date.

**9. CONDITIONS OF AMENDED SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION**

**9.1.** Consistent with Section 1.12, the Effective Date of this Amended Agreement shall not occur unless and until each and every one of the following events occurs, and shall be one business day after the last (in time) of the following events occurs:

- a. this Amended Agreement has been signed by the Parties, Class Counsel and Defendant's Counsel;
- b. the Court has entered an order granting Preliminary Approval of the Amended Agreement;
- c. the Court has entered an order finally approving the Amended Settlement Agreement, following Supplemental Notice to the Settlement Class and a Final Approval Hearing, and has entered the Final Judgment, or a judgment substantially consistent with this Amended Agreement, that has become final and non-appealable;

d. in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) to which the Parties have consented, that Alternative Judgment has become final and non-appealable as if it were a Final Judgment; and

e. the named plaintiffs or the courts in the actions identified in Paragraph B dismiss those cases with prejudice pursuant to the Final Judgment.

**9.2.** If some or all of the conditions specified in Section 9.1 are not met, or in the event that this Amended Settlement Agreement is not approved by the Court, or the Amended Settlement set forth in this Amended Agreement is terminated or fails to become effective in accordance with its terms, then this Amended Settlement Agreement shall be canceled and terminated subject to Section 9.3, unless Lead Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Amended Agreement. If any Party is in material breach of the terms hereof, any other Party that it is in substantial compliance with the terms of this Amended Agreement may terminate this Amended Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the decision of the Court as to the amount of the Fee Award to Class Counsel set forth above or the incentive award to the Class Representatives, regardless of the amounts awarded, shall not prevent the Amended Agreement from becoming effective, nor shall it be grounds for termination of the Amended Agreement.

**9.3.** If this Amended Agreement is terminated or fails to become effective for the reasons set forth in this Amended Settlement, the Parties shall be restored to their respective positions in the Action (and the actions identified in Paragraph B and the Related Actions) as of October 21, 2019. In such event, the certification of the Settlement Class and any Final Judgment or other order entered by the Court in the Action in accordance with the terms of this Amended



Agreement shall be deemed vacated, *nunc pro tunc* and without prejudice to Defendant's right to contest class certification, and the Parties shall be returned to the *status quo ante* with respect to the Action, the actions listed in Paragraph B, and the Related Actions as if this Amended Agreement had never been entered into.

## **10. MISCELLANEOUS PROVISIONS.**

**10.1.** The Parties: (1) acknowledge that it is their intent to consummate this Amended Settlement Agreement; and (2) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Amended Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Amended Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking entry of an order granting Preliminary Approval of this Amended Agreement and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Amended Agreement. The Parties further stipulate to stay all proceedings in the Action and the actions identified in Paragraph B until the approval of this Amended Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve final judicial approval of this Amended Settlement Agreement.

**10.2.** The Parties intend this Amended Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Class Claims by Plaintiffs, the Settlement Class Members, and the Releasing / Released Class Parties and each or any of them, on the one hand, and the Released CSC Claims by Defendant and the Released Class Parties and Releasing / Released CSC Parties, on the other hand. Accordingly, the Parties agree

not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendant (including the assertion of the counterclaims), or each or any of them, in bad faith or without a reasonable basis.

**10.3.** The Parties have relied upon the advice and representation of counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Amended Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

**10.4.** Whether the Effective Date occurs or this Amended Settlement Agreement is terminated, neither this Amended Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Amended Agreement or the Amended Settlement:

a. is, may be deemed, or shall be used, offered or received against the Released CSC Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Class Claims, the truth of any fact alleged by Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the actions listed in Paragraph B, or the Related Actions, the violation of any law, statute, regulation or standard of care, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Releasing / Released CSC Parties, or any of them;

b. is, may be deemed, or shall be used, offered or received against the Released Class Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released CSC Claims, the truth of any fact alleged by Defendant, the deficiency of any defense that has been or could have been asserted in the Action, the actions listed in

Paragraph B, or the Related Actions, the violation of any law, statute, regulation or standard of care, or of any alleged wrongdoing, liability, negligence, or fault of the Releasing / Released Class Parties, or any of them;

c. is, may be deemed, or shall be used, offered or received against CSC as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Releasing / Released Class Parties, or any of them;

d. is, may be deemed, or shall be used, offered or received against Plaintiffs or the Settlement Class, or each or any of them as an admission, concession or evidence of, the infirmity or strength of any claims asserted in the Action, the actions listed in Paragraph B, or the Related Actions, the truth or falsity of any fact alleged by CSC, or the availability or lack of availability of meritorious defenses to the claims raised in the Action or the actions listed in Paragraph B;

e. is, may be deemed, or shall be used, offered or received against the Releasing / Released CSC Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Releasing / Released CSC Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Nor may it be deemed, or shall be used, offered or received against the Releasing / Released Class Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Releasing / Released Class Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Amended Settlement, this Amended Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Amended Agreement and/or

Amended Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Amended Agreement. Moreover, if this Amended Settlement Agreement is approved by the Court, any Party or any of the Releasing / Released CSC Parties or Releasing / Released Class Parties may file this Amended Settlement Agreement and/or the Final Judgment in any action pending or that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, accord and satisfaction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

f. is, may be deemed, or shall be construed against Plaintiffs and the Settlement Class, or each or any of them, or against the Releasing / Released CSC Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial;

g. is, may be deemed, or shall be construed against CSC, or against the Releasing / Released CSC Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

h. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs and the Settlement Class, or each and any of them, or against the Releasing / Released CSC Parties, or each or any of them, that any of Plaintiffs' claims or the claims of the Settlement Class are with or without merit or that damages recoverable in the Action, the actions listed in Paragraph B, and the Related Actions would have exceeded or would have been less than any particular amount.

**10.5.** The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

**10.6.** The waiver by one Party of any breach of this Amended Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Amended Agreement.

**10.7.** All of the Exhibits to this Amended Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

**10.8.** This Amended Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersedes all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any party concerning this Amended Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Amended Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors in interest.

**10.9.** Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action and the actions identified in Paragraph B.

**10.10.** Plaintiffs represent and warrant that they have not assigned any claim or right or interest relating to any of the Released Class Claims against the Releasing / Released Class Parties to any other Person or party and that they are fully entitled to release the same.

**10.11.** Each counsel or other Person executing this Amended Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to

take appropriate action required or permitted to be taken pursuant to the Amended Agreement to effectuate its terms.

**10.12.** This Amended Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Amended Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

**10.13.** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Amended Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Amended Agreement.

**10.14.** This Amended Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the conflicts of laws provisions thereof.

**10.15.** This Amended Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Amended Agreement, it shall not be construed more strictly against one party than another.

**10.16.** Where this Amended Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel:

For Plaintiffs:

Benjamin H. Richman  
EDELSON PC  
350 North LaSalle Street, 14th Floor  
Chicago, Illinois 60654

For Defendant:

Paul A. Williams  
SHOOK, HARDY & BACON LLP  
1660 17th St., Suite 450  
Denver, CO 80202

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Amended Settlement Agreement to be executed by their duly authorized attorneys.

Date: 9/24/2021

**1050 West Columbia Condominium Association**

By: (signature) Michael R. Jones  
Its: Association President  
Name: (printed) Michael R. Jones

Date: \_\_\_\_\_

**RBB2, LLC**

By: (signature) \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

**MJM Visions, LLC**

By: (signature) \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

**Kay-Kay Realty, Corp.**

By: (signature) \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: (printed) \_\_\_\_\_

FILED DATE: 2/2/2022 9:33 PM 2019CH07319



IN WITNESS WHEREOF, the Parties hereto have caused this Amended Settlement Agreement to be executed by their duly authorized attorneys.

**1050 West Columbia Condominium Association**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**RBB2, LLC**

Date: 10/6/2021 \_\_\_\_\_

By: (signature)  \_\_\_\_\_

Its: ACCOUNTANT \_\_\_\_\_

Name: (printed) April Gordon \_\_\_\_\_

**MJM Visions, LLC**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**Kay-Kay Realty, Corp.**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

FILED DATE: 2/2/2022 9:33 PM 2019CH07319

IN WITNESS WHEREOF, the Parties hereto have caused this Amended Settlement Agreement to be executed by their duly authorized attorneys.

**1050 West Columbia Condominium Association**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**RBB2, LLC**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**MJM Visions, LLC**

Date: 9/23/2021 \_\_\_\_\_

By: (signature)  \_\_\_\_\_

Its: Manager \_\_\_\_\_

Name: (printed) Jim McKenna \_\_\_\_\_

**Kay-Kay Realty, Corp.**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

FILED DATE: 2/2/2022 9:33 PM 2019CH07319

IN WITNESS WHEREOF, the Parties hereto have caused this Amended Settlement Agreement to be executed by their duly authorized attorneys.

**1050 West Columbia Condominium Association**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**RBB2, LLC**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**MJM Visions, LLC**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**Kay-Kay Realty, Corp.**

Date: 9/24/2021 \_\_\_\_\_

By: (signature)  \_\_\_\_\_

Its: Managing agent \_\_\_\_\_

Name: (printed) DAVID KOTIN \_\_\_\_\_

FILED DATE: 2/2/2022 9:33 PM 2019CH07319

Date: 9/24/2021

**Edelson PC**

By: (signature) 

Name: (printed) Benjamin H. Richman

Date: \_\_\_\_\_

**Law Offices of Michael R. Karnuth**

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

**Edward M. Burnes, Attorney at Law**

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

**CSC ServiceWorks, Inc.**

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

**Shook, Hardy & Bacon LLP**

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

**Edelson PC**

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: 9/24/21

**Law Offices of Michael R. Karnuth**

By: (signature) *Michael R. Karnuth*

Name: (printed) Michael R. Karnuth

Date: 9/24/21

**Edward M. Burnes, Attorney at Law**

By: (signature) *Edward M. Burnes*

Name: (printed) Edward M. Burnes

Date: \_\_\_\_\_

**CSC ServiceWorks, Inc.**

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

**Shook, Hardy & Bacon LLP**

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**Edelson PC**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**Law Offices of Michael R. Karnuth**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**Edward M. Burnes, Attorney at Law**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**CSC ServiceWorks, Inc.**

Date: 9/23/21

By: (signature) 

Its: SECRETARY

Name: (printed) CHRIS MAXIE

**Shook, Hardy & Bacon LLP**

Date: 9/23/21

By: (signature) 

Name: (printed) PAUL A WILLIAMS

# Exhibit A

**CSC ADMINISTRATIVE FEE AMENDED SETTLEMENT CLAIM FORM**

THIS CLAIM FORM MUST BE POSTMARKED BY [CLAIM DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE AMENDED SETTLEMENT AGREEMENT. YOU MUST SEND IN A CLAIM FORM FOR EACH PROPERTY FOR WHICH YOU WOULD LIKE TO RECEIVE A SETTLEMENT PAYMENT. IF YOU PREVIOUSLY SUBMITTED AN "OPTION 1 ELECTION FORM," YOU DO **NOT** NEED TO SUBMIT THIS FORM.

Instructions: Fill out each section of this form and sign where indicated.

**Property Address Where CSC ServiceWorks, Inc. Provides(d) Laundry Services:**

Street Address:\* \_\_\_\_\_  
City:\* \_\_\_\_\_ State:\* \_\_\_\_\_ Zip Code:\* \_\_\_\_\_  
Account Name, as listed in the Notice sent to you: \_\_\_\_\_  
Account Number, as listed on the Notice sent to you: \_\_\_\_\_  
Payee Number, as listed on the Notice sent to you: \_\_\_\_\_

**Current Property Owner (First, M.I., Last):\*** \_\_\_\_\_

Street Address:\* \_\_\_\_\_  
City:\* \_\_\_\_\_ State:\* \_\_\_\_\_ Zip Code:\* \_\_\_\_\_  
Email Address:\* \_\_\_\_\_

Contact Phone #:\* ( \_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ (You may be contacted by email or telephone if further information is required.)

\*Required Information

**Current Authorized Agent (Complete This Section Only if Agent Submitting on Behalf of Current Property Owner) (First, M.I., Last):**

\_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contact Phone #:\* ( \_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ (You may be contacted by email or telephone if further information is required.)

**Settlement Class Member Verification:** By submitting this Claim Form, I declare that I believe I am a member of the Settlement Class or an agent authorized to act on behalf of a Settlement Class Member and that all information provided in this Claim Form is true and correct to the best of my knowledge and belief.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_

Any settlement payment that you are entitled to will be mailed via check to the owner (or agent) address you provided. This process takes time, please be patient.

Questions, visit <https://www.cscadminfeesettlement.com> or call 1-866-354-3015



# Exhibit B

From: [AdministrativeFeeSettlement@settlementadministrator.com](mailto:AdministrativeFeeSettlement@settlementadministrator.com)  
To: JonQClassMember@domain.com  
Re: Supplemental Legal Notice of Amended Class Action Settlement-- *1050 W. Columbia Condominium Association, et al. v. CSC ServiceWorks, Inc.*, Case No. 2019-CH-07319 (Cook Cty. Ill. Cir. Ct.)

**IF CSC SERVICEWORKS, INC. DEDUCTED AN ADMINISTRATIVE FEE FROM YOUR LAUNDRY ROOM'S GROSS COLLECTIONS, YOU MAY BE ENTITLED TO BENEFITS FROM AN AMENDED CLASS ACTION SETTLEMENT.**

This Supplemental Notice is to inform you that an Amended Settlement has been reached in a class action lawsuit claiming that Defendant CSC ServiceWorks, Inc. ("CSC"), a laundry services provider, deducted an Administrative Fee amounting to 9.75% of lessors' gross collections. While you may have previously received a notice in connection with this case, the Parties have decided to update the settlement in certain ways that they believe will benefit you and the other Settlement Class Members. This Court-approved notice explains the Amended Settlement and relief available under it. Plaintiffs claim that the Administrative Fee breached their lease agreements. CSC asserts the fee is necessary and legally warranted and denies it violated the agreements.

**Am I a Settlement Class Member?** Our records indicate you may be a Settlement Class Member. You're eligible if you had an existing laundry lease with CSC on May 1, 2017, and were assessed or subject to—i.e., even if one wasn't collected—one or more Administrative Fee deductions amounting to approximately 9.75% of your laundry room equipment's gross collections.

**What Can I Get?** If you submit a valid claim you will get a settlement payment equal to half (50%) of your share of the Administrative Fees paid in connection with the laundry lease agreement in effect at your property in May 2017. In addition, if you submit a valid claim, CSC will also stop charging the Administrative Fee if your laundry lease agreement existing as of May 1, 2017 has not yet renewed or been replaced with a new lease. That suspension will remain in place until the lease is renewed or you sign a new lease.

For those Settlement Class Members with renewed or new leases after CSC disclosed the Administrative Fee in May 2017, that fee will continue, but the rate of the fee will be frozen at 9.75% for two years. CSC has also agreed to waive its right to seek to collect around \$197.5 million it claims it is owed from lessors in uncompensated expenses and deficits owed in rent payments. You do not need to file a claim to receive the rate freeze or waiver of CSC's claims against you.

**How Do I Get Benefits?** If you want a settlement payment and Administrative Fee suspension (if eligible), you must submit a timely and complete Claim Form for each eligible property (i.e., a property with an existing laundry lease agreement with CSC on May 1, 2017) **no later than [Claim Deadline]**. You can submit a Claim Form by clicking on [link to [Claim Form](#)]. The amount you are due will be mailed to you via check. You do not need to do anything if you

previously submitted an Option 1 Election Form for the initially proposed settlement. You also do not need to do anything to receive the rate freeze or waiver of CSC's claims.

**What are My Other Options?** You may exclude yourself from the Class by sending a letter to the Settlement Administrator (at the address below) by [objection/exclusion deadline]. If you exclude yourself, you cannot get Amended Settlement benefits or the release of claims against you, or object to the Amended Settlement, but you keep any rights you may have to sue CSC over the legal issues in the lawsuit. If you previously submitted a request for exclusion in connection with the initially proposed settlement, it will be honored unless you decide to submit a Claim Form. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and/or object to the proposed Amended Settlement. Your written objection must be filed with the Court and mailed to the Settlement Administrator, Class Counsel, and CSC's counsel no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from, the Amended Settlement are available at <https://www.cscadminfeesettlement.com>. If you file a Claim Form or do nothing, and the Court approves the Amended Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims against CSC relating to its alleged breach of the laundry lease agreements by collecting the Administrative Fee will be released.

**Who Represents Me?** The Court has appointed a team of lawyers from Edelson PC, the Law Offices of Michael R. Karnuth, and Edward M. Burnes, Attorney at Law to represent the Class. These attorneys are called Class Counsel. You will not be charged any fees for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. 1050 W. Columbia Condo Ass'n, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp., Settlement Class Members like you, have been appointed by the Court as "Class Representatives."

**When Will the Court Consider the Proposed Amended Settlement?** The Court will hold the Final Approval Hearing at \_\_\_\_\_ .m. on [Final Approval Hearing Date] in Courtroom 2301, Daley Center, 50 West Washington Street, Chicago, Illinois 60602. At that hearing, the Court will: hear any objections; determine the fairness of the Amended Settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives an award for their services in helping to bring and settle this case. CSC has agreed not to oppose any request for attorneys' fees and costs not exceeding \$5,000,000 and Class Counsel has agreed to seek no more than \$8,000,000, but the Court may award less than these amounts.

**How Do I Get More Information?** For more information, including the full Supplemental Notice, Claim Form, and Amended Settlement Agreement go to <https://www.cscadminfeesettlement.com>, write Class Counsel at 350 N. LaSalle Street, 14th Floor, Chicago, IL 60654, or call them at 1-866-354-3015. If you have any questions about the relief you may be entitled to under the Amended Settlement, contact Class Counsel.

# Exhibit C

## **IF CSC SERVICEWORKS, INC. DEDUCTED AN ADMINISTRATIVE FEE FROM YOUR LAUNDRY ROOM'S GROSS COLLECTIONS, YOU MAY BE ENTITLED TO BENEFITS FROM AN AMENDED CLASS ACTION SETTLEMENT.**

This Supplemental Notice is to inform you that an Amended Settlement has been reached in a class action lawsuit claiming that Defendant CSC ServiceWorks, Inc. ("CSC"), a laundry services provider, deducted an Administrative Fee amounting to 9.75% of lessors' gross collections. While you may have previously received a notice in connection with this case, the Parties have decided to update the settlement in certain ways that they believe will benefit you and the other Settlement Class Members. This court-approved notice explains the Amended Settlement and relief available under it. Plaintiffs claim that the Administrative Fee breached their lease agreements. CSC asserts the fee is necessary and legally warranted and denies it violated the agreements.

**Am I a Settlement Class Member?** Our records indicate you may be a Settlement Class Member. You're eligible if you had an existing laundry lease with CSC on May 1, 2017, and were assessed or subject to—i.e., even if one wasn't collected—one or more Administrative Fee deductions amounting to approximately 9.75% of your laundry room equipment's gross collections.

### **What Can I Get?**

If you submit a valid claim you will get a settlement payment equal to half (50%) of your share of the Administrative Fees paid in connection with the laundry lease agreement in effect at your property in May 2017. In addition, if you submit a valid claim, CSC will also stop charging the Administrative Fee if your laundry lease agreement existing as of

May 1, 2017 has not yet renewed or been replaced with a new lease. That suspension will remain in place until the lease is renewed or you sign a new lease.

For those Settlement Class Members with renewed or new leases after CSC disclosed the Administrative Fee in May 2017, that fee will continue, but the rate of the fee will be frozen at 9.75% for two years. CSC has also agreed to waive its right to seek to collect around \$197.5 million it claims it is owed from lessors in uncompensated expenses and deficits owed in rent payments. You do not need to file a claim to receive the rate freeze or waiver of CSC's claims against you.

**How Do I Get Benefits?** If you want a settlement payment and Administrative Fee suspension (if eligible), you must submit a timely and complete Claim Form for each eligible property (i.e., a property with an existing laundry lease agreement with CSC on May 1, 2017) **no later than [Claim Deadline]**. You can submit a Claim Form by visiting <https://www.cscadminfeesettlement.com>. The amount you are due will be mailed to you via check. You do not need to do anything if you previously submitted an Option 1 Election Form for the initially proposed settlement. You also do not need to do anything to receive the rate freeze or waiver of CSC's claims.

**What are My Other Options?** You may exclude yourself from the Class by sending a letter to the Settlement Administrator (at the

address below) by **[objection/exclusion deadline]**. If you exclude yourself, you cannot get Amended Settlement benefits or the release of claims against you, or object to the Amended Settlement, but you keep any rights you may have to sue CSC over the legal issues in the lawsuit. If you previously submitted a request for exclusion in connection with the initially proposed settlement, it will be honored unless you decide to submit a Claim Form. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and/or object to the proposed Amended Settlement. Your written objection must be filed with the Court and mailed to the Settlement Administrator, Class Counsel, and CSC's counsel no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Amended Settlement are available at <https://www.cscadminfeesettlement.com>. If you file a Claim Form or do nothing, and the Court approves the Amended Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims against CSC relating to its alleged breach of the laundry lease agreements by collecting the Administrative Fee will be released.

**Who Represents Me?** The Court has appointed a team of lawyers from Edelson PC, the Law Offices of Michael R. Karnuth, and Edward M. Burnes, Attorney at Law to represent the Class. These attorneys are called Class Counsel. You will not be charged any fees for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. 1050 W. Columbia Condo Ass'n, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp., Settlement Class Members like you, have been appointed by the Court as "Class Representatives."

**When Will the Court Consider the Proposed Amended Settlement?** The Court will hold the Final Approval Hearing at **[Final Approval Hearing Date]** in Courtroom 2301, Daley Center, 50 West Washington Street, Chicago, Illinois 60602. At that hearing, the Court will: hear any objections; determine the fairness of the Amended Settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives an award for their services in helping to bring and settle this case. CSC has agreed not to oppose any request for attorneys' fees and costs not exceeding \$5,000,000 and Class Counsel has agreed to seek no more than \$8,000,000, but the Court may award less than these amounts.

**How Do I Get More Information?** For more information, including the full Supplemental Notice, Claim Form, and Amended Settlement Agreement go to <https://www.cscadminfeesettlement.com>, write Class Counsel at 350 N. LaSalle Street, 14th Floor, Chicago, IL 60654, or call them at 1-866-354-3015. If you have any questions about the relief you may be entitled to under the Amended Settlement, contact Class Counsel.

FILED DATE: 2/2/2022 9:33 PM 2019CH07319

# Exhibit D

**CIRCUIT COURT OF COOK COUNTY, ILLINOIS**

*1050 W. Columbia Condominium Association, et al. v. CSC ServiceWorks, Inc.,  
Case No. 2019-CH-07319*

**IF CSC SERVICEWORKS, INC. DEDUCTED AN ADMINISTRATIVE FEE FROM  
YOUR LAUNDRY ROOM'S GROSS COLLECTIONS, YOU MAY BE ENTITLED TO  
BENEFITS FROM AN AMENDED CLASS ACTION SETTLEMENT.**

*A court authorized this Supplemental Notice. You are not being sued. This is not a solicitation  
from a lawyer.*

- An Amended Settlement has been reached in a class action lawsuit claiming that Defendant CSC ServiceWorks, Inc. ("CSC"), a laundry services provider, deducted an Administrative Fee amounting to 9.75% of lessors' gross collections. Plaintiffs claim that deducting this Administrative Fee breached lease agreements between lessors and CSC. CSC asserts the fee is necessary and legally warranted and has denied any liability.
- You may have previously received a notice in connection with this case in late 2019 or early 2020. Since then, the Court has held several hearings related to the proposed settlement of this matter. The Parties have decided to update the settlement in certain ways that they believe will benefit you and the other Settlement Class Members. This Supplemental Notice, which the Court approved, explains the Amended Settlement and the amended settlement relief available under it.
- You are included in the Amended Settlement if you had an existing lease with CSC on May 1, 2017, and were assessed or subject to—i.e., even if one wasn't collected—one or more Administrative Fee deductions amounting to approximately 9.75% of your gross collections.
- If you submit a valid claim, you will get a settlement payment equal to half (50%) of your share of the Administrative Fees paid in connection with the laundry lease agreement in effect at your property in May 2017. In addition, if you submit a valid claim CSC will also stop charging the Administrative Fee if your laundry lease agreement existing as of May 1, 2017 has not yet renewed or been replaced with a new lease. That suspension will remain in place until the lease is renewed or you sign a new lease.
- For those Settlement Class Members with renewed or new leases after CSC disclosed the Administrative Fee in May 2017, that fee will continue, but the rate of the fee will be frozen at 9.75% for two years. CSC has also agreed to waive its right to seek to collect around \$197.5 million it claims it is owed by Settlement Class Members in uncompensated expenses and deficits owed in rent payments. You do not need to file a claim to receive the rate freeze or waiver of CSC's claims against you.
- Read this notice carefully. Your legal rights are affected whether you act or don't act.



<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you can receive a settlement payment and, for leases that have not yet renewed, a suspension of the Administrative Fee.
<b>EXCLUDE YOURSELF</b>	You will receive no benefits, but you will retain any rights you currently have to sue CSC about the claims in this case and CSC will retain any rights it has to claims against you. You do not have to exclude yourself if you already sent in a timely exclusion request for the initially proposed settlement.
<b>OBJECT</b>	Write to the Court explaining why you don't like the Amended Settlement.
<b>GO TO THE HEARING</b>	Ask to speak in Court about your opinion of the Amended Settlement.
<b>DO NOTHING</b>	Remain in the Settlement Class, and although you do not receive any payment, CSC will freeze the Administrative Fee rate for you for two years. CSC will also waive any claims it has against you for outstanding costs related to its provision of laundry services to you.

Your rights and options—**and the deadlines to exercise them**—are explained in this Supplemental Notice.

#### **BASIC INFORMATION**

##### **1. Why was this Supplemental Notice issued? Didn't I already receive Notice?**

You may have received a Court-approved notice about this case in late 2019 or early 2020. Since then, the Court has held several hearings related to the proposed settlement of this matter. After those hearings, the Parties have decided to update the settlement in certain ways that they believe will benefit you and the other Settlement Class Members. This Supplemental Notice, which the Court approved, explains the Amended Settlement and the relief available under it.

A Court authorized this Supplemental Notice because you have a right to know about the proposed Amended Settlement of this class action lawsuit and about your rights before the Court decides whether to give final approval to the Amended Settlement. This Supplemental Notice explains the lawsuit, the Amended Settlement, and your legal rights.

The Honorable Sophia H. Hall of the Circuit Court of Cook County, Illinois, is overseeing this case. The case is called *1050 W. Columbia Condominium Association, et al. v. CSC ServiceWorks, Inc.*, Case No. 2019-CH-07319. The entities that have filed suit, 1050 W. Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp. are called the Plaintiffs. The Defendant is CSC ServiceWorks, Inc.

## 2. What is a class action?

In a class action, one or more people or entities called class representatives (in this case, 1050 W. Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp.) sue on behalf of a group or a “class” of people or entities that have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

## 3. What is this lawsuit about?

This lawsuit claims that CSC breached the agreements it entered into with landlords relating to the provision of laundry machines and services by deducting an “Administrative Fee” of 9.75% of gross collections before determining the rent payments owed to landlords. The Plaintiffs contend that this Administrative Fee was not allowed under the laundry lease agreements between the Parties. CSC denies that it breached the agreements and believes the fee was authorized. In addition, CSC claims landlords owe it \$197.5 million in costs and agreed-upon base compensation. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the risk and expense associated with ongoing litigation.

## 4. Why is there an Amended Settlement?

The Court has not decided whether the Plaintiffs or CSC should win this case. Instead, both sides agreed to an Amended Settlement. That way, they avoid the risk and expense associated with ongoing litigation, and class members will get benefits sooner rather than, if at all, after the completion of a trial.

### WHO’S INCLUDED IN THE AMENDED SETTLEMENT?

## 5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits the following description are members of the **Settlement Class**:

All Persons having existing leases with CSC on May 1, 2017, that were assessed and/or subject to one or more Administrative Fees, whether or not any fee has ever been collected, from May 2017 through [insert the date of Preliminary Approval of the Amended Settlement].

The Settlement Class does not include individuals and entities who have had their claims regarding the Administrative Fee already decided or otherwise released, or who timely filed valid exclusions from the Amended Settlement, as well as persons related to the Court, CSC, or the lawyers involved in this case.

## THE SETTLEMENT BENEFITS

### 6. What does the Amended Settlement provide?

**Monetary Relief:** CSC will pay each Settlement Class Member that submits a valid claim an amount equal to half (50%) of the Settlement Class Member's share of the Administrative Fees paid in connection with the laundry lease agreement in effect on May 1, 2017 for the property listed on that Approved Claim Form. Contact Class Counsel (*see* Question 21) if you have questions about where to find the Administrative Fee on your bill.

**Rate Suspension:** CSC will stop charging the Administrative Fee for Settlement Class Members with laundry lease agreements in effect on May 1, 2017 that have not yet renewed or signed new leases and who submit a valid claim.

**Rate Freeze:** For those Settlement Class Members with renewed or new leases after CSC disclosed the Administrative Fee in May 2017, that fee will continue, but the rate of the fee will be frozen at 9.75% for two years. You do not need to file a claim to receive the rate freeze.

**Release of Claims Against Settlement Class Members:** Regardless of whether a Claim Form is submitted, CSC will waive and release \$45.5 million in unpaid deficits between the minimum base compensation CSC claims Settlement Class Members owe to CSC under their lease agreements and the gross collections received from those Settlement Class Members. CSC will also waive and release \$152 million of uncompensated costs from Settlement Class Members that CSC claims Settlement Class Members owe CSC stemming from CSC's provision of laundry services to them.

**Ongoing Administrative Fee Disclosures:** Going forward, CSC will expressly disclose the existence, application, and rate of the Administrative Fee in all new CSC contracts or contract addendums or amendments in the future, and to identify the general categories of services it covers.

A detailed description of the Amended Settlement benefits can be found in the Amended Settlement Agreement at <https://www.cscadminfeesettlement.com>.

### 7. How do I get a settlement payment and how much can I get?

In order to obtain a settlement payment under the Amended Settlement, and unless you already submitted an Option 1 Election Form in connection with the initially proposed settlement of this matter, Settlement Class Members must submit a Claim Form. Claim Forms can be submitted between now and [insert date].

Settlement Class Members who submit an Approved Claim Form can receive a settlement payment equal to half (50%) of their share of the Administrative Fees paid in connection with the laundry lease agreement in effect at their property in May 2017.

Claim Forms can be submitted online at <https://www.cscadminfeesettlement.com>, or downloaded, printed, and mailed. Go to <https://www.cscadminfeesettlement.com> for more information or call Class Counsel for assistance at 1-866-354-3015. (See Question 21.) If a Settlement Class Member had multiple existing leases with CSC (i.e. multiple properties for which CSC was providing laundry services) on May 1, 2017 that were assessed and/or subject to one or more Administrative Fees whether or not any fee was collected, from May 2017 through [insert the date of Preliminary Approval], a separate Claim Form must be submitted for each property.

If the Court approves the Amended Settlement and you submit an Approved Claim Form, your settlement payment will be mailed to you in a check and will expire and become void 120 days after it is issued.

#### **8. How do I get a suspension of the Administrative Fee or Administrative Fee rate freeze under the Amended Settlement?**

To receive a suspension of the Administrative Fee, Settlement Class Members must submit a Claim Form [insert hyperlink] for each property that had an existing laundry lease agreement as of May 1, 2017, and that lease must not have been renewed or a new lease signed. If the lease is otherwise eligible, you do not need to submit a Claim Form if you already submitted an Option 1 Election Form in connection with the initially proposed settlement of this matter.

For those Settlement Class Members with renewed or new leases after CSC disclosed the Administrative Fee in May 2017, and regardless of whether you submit a Claim Form, CSC will freeze any Administrative Fee deductions from gross collections at 9.75% for two years.

#### **REMAINING IN THE AMENDED SETTLEMENT**

#### **9. What am I giving up if I stay in the Class?**

If the Amended Settlement is approved, you will give up your right to sue (or “release”) CSC for the claims being resolved by this Amended Settlement related to its deduction of the Administrative Fee between May 2017 and [current preliminary approval]. The specific claims you are giving up against CSC are described in Section 3 of the Amended Settlement Agreement. Unless you exclude yourself (see Question 13), you will be “releasing” these claims, regardless of whether you submit a Claim Form or not. The Amended Settlement Agreement is available through the “court documents” link on the website.

The Amended Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the

lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer at your own cost if you have questions about what the released claims means.

#### **10. What happens if I do nothing at all?**

If you do nothing and the Amended Settlement is approved, you remain in the Settlement Class and will automatically receive an Administrative Fee rate freeze at 9.75% for two years. CSC will continue to charge the Administrative Fee that it first disclosed to Settlement Class Members in May 2017—which has been a shared expense for more than four years since as part of the shared revenue/shared expense relationship between CSC and laundry room landlords. CSC will also release any claims it may have against you for unreimbursed costs and expenses related to its laundry lease agreement with you. If you do not submit a Claim Form you cannot receive any settlement payment or suspension of the Administrative Fee. As a Settlement Class Member, you won't be able to start a lawsuit or be part of any other lawsuit against CSC for the claims being resolved by this Amended Settlement.

#### **THE LAWYERS REPRESENTING YOU**

#### **11. Do I have a lawyer in the case?**

The Court has appointed Jay Edelson, Benjamin H. Richman, and Michael W. Ovca of Edelson PC, Michael R. Karnuth of the Law Offices of Michael R. Karnuth, and Edward M. Burnes, Attorney at Law to be the attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Amended Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. You will not be charged for any time you spend talking with these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

#### **12. How will the lawyers be paid?**

CSC has agreed to pay Class Counsel attorneys' fees and costs in an amount to be determined by the Court. CSC has agreed not to oppose any request not exceeding \$5,000,000. Class Counsel has agreed not to seek more than \$8,000,000. The Court may award less than these amounts. Under the Amended Settlement Agreement, payment will be made independently of benefits to Settlement Class Members.

Class Counsel will file their motion for attorneys' fees no later than [insert date 14 days before objection deadline], and a copy of the motion will be available under the Case Documents tab at <https://www.cscadminfeesettlement.com>.

Subject to approval by the Court, CSC has agreed to pay the Class Representatives \$5,000 each. This payment will also be made independently of benefits to Settlement Class Members.

## EXCLUDING YOURSELF FROM THE AMENDED SETTLEMENT

### 13. How do I get out of the Amended Settlement?

To exclude yourself from the Amended Settlement, you must mail or otherwise deliver a letter (or request for exclusion) to the Settlement Administrator stating that you want to be excluded from the Amended Settlement in *1050 W. Columbia Condominium Association, et al. v. CSC ServiceWorks, Inc.*, Case No. 2019-CH-07319. Your letter or request for exclusion must also include your name, your address, a statement that you had a valid laundry lease with CSC ServiceWorks, Inc. on May 1, 2017, that CSC deducted, or could have deducted, an Administrative Fee from a rent payment it owed to you, the address on the contract with CSC or of the property in which CSC laundry machines were installed, your signature, the name and number of this case, and a statement that you wish to be excluded. If you previously submitted a request for exclusion, it will be honored unless you decide to submit a Claim Form. You must mail or hand deliver your exclusion request no later than **[objection/exclusion deadline]** to:

CSC Settlement Administrator  
P.O. Box #####  
City, State #####

### 14. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue CSC for the claims being resolved by this Amended Settlement.

### 15. If I exclude myself, can I get anything from this Amended Settlement?

No. If you exclude yourself, you will not receive any settlement benefits and cannot object to the Amended Settlement. CSC will also not release any claims it may have against you related to any deficit in minimum base compensation you owe to CSC under your lease, or any claims for any other uncompensated expenses that you may owe CSC pursuant to your lease.

## OBJECTING TO THE AMENDED SETTLEMENT

### 16. How do I object to the Amended Settlement?

If you're a Settlement Class Member, you can intervene and object to the Amended Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Amended Settlement in *1050 W. Columbia Condominium Association, et al. v. CSC ServiceWorks, Inc.*, Case No. 2019-CH-07319, and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for

your objections. If you have a lawyer, they must file an appearance. Your letter or brief must also include your name, your address, the basis upon which you claim to be a Settlement Class Member (i.e. that you had a valid laundry lease with CSC ServiceWorks, Inc. on May 1, 2017, that CSC deducted, or could have deducted, an Administrative Fee from a rent payment it owed to you), the address on the contract or of the property in which CSC laundry machines were installed, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. You must also mail or hand deliver a copy of your letter or brief to the Settlement Administrator, Class Counsel, and CSC's Counsel, as listed below. You cannot object if you exclude yourself from the Amended Settlement.

If you want to appear and speak at the Final Approval Hearing to object to the Amended Settlement, with or without a lawyer (explained below in answer to Question 20), you must say so in your letter or brief, and you must file the objection with the Court and mail a copy to these four different places postmarked no later than [objection deadline].

<b>Court</b>	<b>Class Counsel</b>	<b>CSC's Counsel</b>	<b>Settlement Administrator</b>
The Hon. Sophia H. Hall Courtroom 2301 Daley Center, 50 West Washington Street, Chicago, Illinois 60602	Benjamin H. Richman Edelson PC 350 North LaSalle Street, 14th Floor Chicago, Illinois 60654	Paul Williams Shook, Hardy & Bacon LLP 1660 17th St., Suite 450 Denver, Colorado 80202	[CONTACT INFO]

**17. What's the difference between objecting and excluding myself from the Amended Settlement?**

Objecting simply means telling the Court that you don't like something about the Amended Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Amended Settlement no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

### 18. When and where will the Court decide whether to approve the Amended Settlement?

The Court will hold the Final Approval Hearing at [time] on Month 00, 2021 in Courtroom 2301, Daley Center, 50 West Washington Street, Chicago, Illinois 60602. The purpose of the hearing will be for the Court to determine whether to approve the Amended Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Amended Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check <https://www.cscadminfeesettlement.com> or call 1-866-354-3015. If, however, you timely objected to the Amended Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date and/or time of such Final Approval Hearing.

### 19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

### 20. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the final hearing to determine the Amended Settlement's fairness. To do so, you must include in your letter or brief objecting to the Amended Settlement a statement saying that it is your "Notice of Intent to Appear in Circuit Court of Cook County, 50 West Washington Street, Chicago, Illinois." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than [objection deadline], and be sent to the addresses listed in Question 16.

## GETTING MORE INFORMATION

### 21. Where do I get more information?

This Supplemental Notice summarizes the Amended Settlement. More details are in



the Amended Settlement Agreement and <https://www.cscadminfeesettlement.com>. You can get a copy of the Amended Settlement Agreement and access the Claim Form at <https://www.cscadminfeesettlement.com>. You may also write Class Counsel at Edelson PC, 350 N. LaSalle Street, 14th Floor, Chicago, Illinois 60654, or call them at 1-866-354-3015 if you have any questions. Before doing so, however, please read this full Supplemental Notice carefully. You may also find additional information about the settlement on the case website. If you have any questions about the relief you may be entitled to under the Amended Settlement, contact Class Counsel.

# Exhibit E

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

1050 WEST COLUMBIA CONDOMINIUM ASSOCIATION, an Illinois non-profit organization, RBB2, LLC, a California limited liability company; MJM VISIONS, LLC, a California limited liability company; and KAY-KAY REALTY, CORP., an Arizona corporation, individually and on behalf of all others similarly situated,

*Plaintiffs,*

v.

CSC SERVICEWORKS, INC., a Delaware corporation,

*Defendant.*

No. 2019-CH-07319

Honorable Sophia H. Hall

Calendar 14

**STIPULATION REGARDING  
UNDERTAKING OF ATTORNEYS' FEES AND COSTS**

Plaintiffs 1050 West Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp., on the one hand, and Defendant CSC Serviceworks, Inc., on the other hand, (collectively, the "Parties"), by and through and including their undersigned counsel, stipulate and agree as follows:

WHEREAS, Lead Class Counsel and their law firm (the "Law Firm") desire to give an undertaking (the "Undertaking") for repayment of their award of attorneys' fees and costs, approved by the Court.

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency.

NOW, THEREFORE, the undersigned Lead Class Counsel, on behalf of themselves as individuals and as agents of their law firm, hereby submit themselves and their respective law

FILED DATE: 2/2/2022 9:33 PM 2019CH07319

firms to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition shall have the meanings given to them in the Amended Settlement Agreement.

By receiving any payments pursuant to the Amended Settlement Agreement, the Law Firm and their shareholders, members, and/or partners submit to the jurisdiction of the Circuit Court of Cook County, Illinois for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and in the Amended Settlement Agreement.

In the event that the Final Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Amended Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, Lead Class Counsel shall, within thirty (30) days, repay to Defendant the full amount of the attorneys' fees and costs paid by Defendant to Lead Class Counsel, including any accrued interest.

In the event the attorneys' fees and costs awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, Lead Class Counsel shall, within thirty (30) days, repay to Defendant the attorneys' fees and costs paid by Defendant to Lead Class Counsel in the amount vacated or modified, including any accrued interest.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Judgment.

In the event Lead Class Counsel fail to repay to Defendant any of the attorneys' fees and costs that are owed to it pursuant to this Undertaking, the Court shall, upon application of Defendant, and notice to Lead Class Counsel, summarily issue orders, including but not limited

to judgments and attachment orders against Lead Class Counsel, and may make appropriate findings for sanctions for contempt of court.

Each of the undersigned stipulates, warrants, and represents that s/he has both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of their Law Firm.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile or electronic signature shall be deemed the same as original signatures.

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS]

Dated: \_\_\_\_\_, 2021

**EDELSON PC**

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By: Jay Edelson, individually and  
on behalf of Edelson PC

*Attorneys for Plaintiffs and the Settlement Class*

Dated: \_\_\_\_\_, 2021

**SHOOK, HARDY & BACON LLP**

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By: Paul A. Williams

*Attorney for Defendant*

Hearing Date: No hearing scheduled  
Location: <<CourtRoomNumber>>  
Judge: Calendar, 14

FILED  
2/2/2022 9:33 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2019CH07319  
Calendar, 14  
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FILED DATE: 2/2/2022 9:33 PM 2019CH07319

# Exhibit 2

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

1050 WEST COLUMBIA CONDOMINIUM ASSOCIATION, an Illinois non-profit organization; RBB2, LLC, a California limited liability company; MJM VISIONS, LLC, a California limited liability company; and KAY-KAY REALTY, CORP., an Arizona corporation, individually and on behalf of all others similarly situated,

*Plaintiffs,*

v.

CSC SERVICEWORKS, INC., a Delaware corporation,

*Defendant.*

No. 2019-CH-07319

Honorable Sophia H. Hall

Calendar 14

**DECLARATION OF BENJAMIN H. RICHMAN  
IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL  
OF AMENDED CLASS ACTION SETTLEMENT**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

1. I am an attorney admitted to practice before the Supreme Court of the State of Illinois. I am entering this declaration in support of Plaintiffs' Motion for Final Approval of Amended Class Action Settlement. This declaration is based upon my personal knowledge except where expressly noted otherwise. If called upon to testify to the matters stated herein, I could and would competently do so.

2. I am Managing Partner of Edelson PC's Chicago office, which has been retained



to represent the named Plaintiffs in this matter, along with the Law Offices of Michael R. Karnuth, and Edward M. Burnes, Attorney at Law, and have acted as Lead Class Counsel on behalf of the Settlement Class.<sup>1</sup>

***Underlying Discovery, Negotiations, and Settlement***

3. In December 2017, Edelson PC began actively litigating claims on behalf of plaintiffs related to Defendant CSC ServiceWork Inc.'s ("CSC") Administrative Fee, first filing the *Kay-Kay Realty Corp. v. CSC ServiceWorks, Inc.*, No. 2:17-cv-07464-JMA-AKT (E.D.N.Y.) matter. Later, the firm pursued claims on behalf of the plaintiffs in the *MJM Visions, LLC v. CSC ServiceWorks, Inc.*, No. 1:18-cv-04452 (E.D.N.Y.), *RBB2, LLC v. CSC ServiceWorks, Inc.*, No. 1:18-cv-00915 (E.D. Cal.), and *1050 W. Columbia Condominium Association v. CSC ServiceWorks, Inc.*, No. 2019-CH-07319 (Cook Cty. Ill. Cir. Ct.) actions.

4. In mid-2018, the Parties began substantive discussions regarding the potential for a class-wide settlement. Up to then, CSC had consistently taken the position in all the actions identified in Paragraph 3 that it only interested in resolving the claims against it on an individual basis. Nevertheless, Class Counsel provided CSC a proposed framework outlining what a global settlement might look like. CSC expressed an openness to further discussions surrounding that framework, and over the next several months, the Parties explored various concepts and modifications to Class Counsel's original proposal.

5. The Parties exchanged extensive formal and informal discovery in connection with these matters. This provided them the critical information they needed to evaluate the strengths and weaknesses of their competing settlement views. This included, for example, more

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<sup>1</sup> Except as otherwise indicated, all defined terms used in this Declaration shall have the same meanings ascribed to them in the Parties' Amended Stipulation of Class Action Settlement (the "Amended Settlement").

than 60,000 pages of discovery in the *RBB2, LLC* action, which provided a nationwide overview of the leases at issue, and the overlap in terms (or differences) between leases. This reflected that some leases included choice-of-law and choice-of-venue provisions (which CSC used with some success in dismissing certain cases) and contained variations in language regarding allowable fees or revenue sharing provisions. Other internal CSC documents revealed the origins of and rationale behind the Administrative Fee. This discovery also included internal CSC materials related to the company's decision to enact the Administrative Fee charge, website screenshots regarding the Administrative Fee, communications about the Administrative Fee that were sent to landlords, and what initiatives the Administrative Fee was purportedly funding. On top of formal discovery, the Parties exchanged informal discovery related to the claims asserted, including the Settlement Class's size and composition, the amount CSC charged and actually collected in Administrative Fees,<sup>2</sup> and the payment systems that CSC used to calculate and process the deductions to rent payments. As part of this exchange of information, Class Counsel's technical team worked with their counterparts at CSC to assess whether and how its accounting software could be used to track and repay in an automated fashion the Administrative Fees. This allowed the Parties to better evaluate the feasibility of settlement structures and terms.

6. With this information in hand, counsel for the Parties held several in-person meetings, some including representatives from CSC's leadership team, and participated in dozens of phone calls to discuss various aspects of the proposals and the discovery exchanged. While the Parties were able to reach a tentative agreement on the overall structure of a class-wide settlement, they could not agree on certain key details necessary for any fulsome settlement.

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<sup>2</sup> For example, this showed that around 20% of all CSC accounts were charged absolutely nothing in Administrative fees, and another 21% were charged less than \$250. It also showed that nearly 80% of CSC's accounts included between one and 20 machines.

7. To assist them in reaching agreement on these outstanding issues, the Parties agreed to engage a respected third-party neutral, Hon. James F. Holderman (Ret.) of JAMS-Chicago to assist them. Class Counsel sent Judge Holderman a full overview of the Administrative Fee litigation around the country, including all of the substantive briefing filed. Class Counsel participated in several pre-mediation conference calls with Judge Holderman to discuss the claims at issue, the work that had been done to resolve the cases thus far, and the litigation landscape regarding the claims more generally. Following this preparation, on July 10, 2019, the Parties attended an in-person mediation with Judge Holderman. After a full day of back-and-forth negotiations, the Parties eventually reached a binding term sheet. The Parties spent the next several months negotiating and finalizing the initial settlement documents.

8. Finalizing the initial settlement involved reaching out to counsel for 1050 West—which also filed claims against CSC related to the Administrative Fee—to determine whether they wanted to participate in the settlement, generally, and in the process of reviewing and finalizing the proposed agreement, specifically. 1050 West and its counsel were provided information underlying the settlement proposal, including key formal discovery from the *RBB2* action, and preliminary drafts of the agreement. 1050 West’s counsel then took an active role in finalizing the initially proposed settlement, proposing edits and otherwise making suggestions on how to proceed. They ultimately decided to join that iteration of the settlement

9. After the Court granted preliminary approval to the initially proposed settlement of this case, Class Counsel then complied with the terms of the original settlement, sending out notice, communicating with class members about it, preparing and filing their final approval papers, and defending the settlement from attack by objectors. Over the next year and a half, Class Counsel attended several hearings where the Court asked about various elements of the

original settlement, including its relief and notice provisions. The Parties listened to these questions and determined to explore ways to improve upon the original settlement to allay any of the Court's concerns.

10. The Parties again enlisted the help of Judge Holderman to create a simpler, clearer, settlement that included even more relief for Settlement Class Members explained in a more straightforward way. They provided Judge Holderman with transcripts of the hearings that had taken place and held several conference calls with him to discuss the questions that the Court had raised. They also shared with Judge Holderman draft edits to the settlement, including points of agreement and disagreement on how the settlement could be best updated.

11. After sharing this information, counsel for the Parties, as well as a representative from CSC, met for two Zoom mediations with Judge Holderman. The first took place on August 25, 2021, and the second took place on September 16, 2021. During the first mediation, Class Counsel advocated for their suggested edits to the settlement, including that CSC should commit to repaying half of each landlords' share of the Administrative Fee and to stop charging the Administrative Fee on any leases originally existing in May 2017 that were still in effect. At the close of the mediation, CSC committed to look into the feasibility of these proposals. After the mediation ended, Class Counsel continued to explore these possibilities with CSC's counsel and were ultimately able to reach an agreement in principle to include this relief. The Parties informed Judge Holderman of this development, but still attended the September mediation to focus on the notice program. At the September mediation, Judge Holderman worked with the Parties to draft language that clearly and concisely captured the benefits of what would ultimately become the Amended Settlement.

12. These two additional mediations complete, the Parties spent several more weeks

editing and finalizing the documents underlying the Amended Settlement. As with the initial settlement, 1050 West and its counsel were involved in providing assistance and valuable input into finalizing the Amended Settlement, including reviewing and editing draft documents, working to ensure that the Court's concerns were appropriately addressed, and that CSC made all of the concessions that it reasonably could.

13. After the Amended Settlement documents were finalized and executed, Class Counsel filed Plaintiffs' Motion for Preliminary Approval of Amended Class Action Settlement, along with a dozen appendices and exhibits. They appeared at the preliminary approval hearing to walk the court through the improvements in the Amended Settlement, the relief that it provides, and an overview of the notice program. During the hearing, the Parties worked with the Court to make certain edits to the Supplemental Notice program. At the close of that hearing, the Court preliminarily approved the Amended Settlement.

14. Since then, Class Counsel has worked with CSC to effectuate the Amended Settlement's terms. Class Counsel has ensured that third-party Settlement Administrator KCC sent out the Supplemental Notice, and has spoken with numerous Settlement Class Members regarding the Amended Settlement, the benefits it secures, and how they can obtain that relief. This included working with Settlement Class Members to make sure they had access to important case documents and have helped them to submit claim forms both electronically and through the mail.

#### ***Qualifications and Opinion of Class Counsel***

15. Lead Class Counsel at Edelson PC have extensive experience litigating class actions of similar size, scope, and complexity to the instant action. We regularly engage in major complex litigation involving consumer protection, have the resources necessary to conduct

litigation of this nature, and have frequently been appointed lead class counsel by state and federal courts in Illinois and throughout the country.

16. Together in this case and the actions in Paragraph 3, Lead Class Counsel have diligently investigated, prosecuted, and dedicated substantial resources to the claims at issue, and will continue to do so throughout the pendency of the litigation. Class Counsel has litigated this case, and all the other Administrative Fee cases, with the goal of achieving the best possible resolution, whether at trial or through a negotiated resolution for the broadest class of landlords.

17. Through the years of adversarial litigation against CSC, and through the substantial formal and informal discovery exchanged and summarized in Paragraph 5, Class Counsel were well-prepared and well-informed about the case's facts and the strengths and weaknesses of their position.

18. Based on their experience, including with respect to Administrative Fee litigation, Lead Class Counsel firmly believes that the instant Amended Settlement—which allows Settlement Class Members to get back now half of what they could possibly recover at a trial years down the road, provides for the suspension of Administrative Fees for those who haven't had a chance to renegotiate it, caps the Administrative Fees at the same rate it currently is for the next two years, releases nearly \$200 million in potential claims against the Settlement Class, and ensures that CSC is transparent regarding the Administrative Fee in all future contracts—is fair, reasonable, adequate, and deserving of preliminary approval.

19. In addition, CSC has represented that it will be able to fully meet its obligations under the Settlement should the Court grant final approval.

20. Attached as Exhibit A to this declaration is a true and accurate copy of Edelson PC's Firm Resume.

\*

\*

\*

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I hereby certify that the foregoing is true and correct to the best of my knowledge.

Executed this 2nd day of February 2022, at Chicago, Illinois.

/s/ Benjamin H. Richman

# Exhibit A





## Inside the Firm

We are a nationally recognized leader in high-stakes plaintiffs' work, ranging from class and mass actions, to public client investigations and prosecutions.



**“National reputation as a maverick in [its]  
commitment to pursuing big-ticket . . .  
cases.”**

—Law360

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# Who We Are

EDELSON PC is a law firm concentrating on high stakes plaintiff's work ranging from class and mass actions to public client investigations and prosecutions. The cases we have litigated—as either lead counsel or as part of a broader leadership structure—have resulted in settlements and verdicts totalling over \$20 billion.

- ▶ We hold records for the largest jury verdict in a privacy case (\$925m), the largest consumer privacy settlement (\$650m), and the largest TCPA settlement (\$76m). We also secured one of the most important consumer privacy decisions in the U.S. Supreme Court (*Robins v. Spokeo*). Our class actions, brought against the national banks in the wake of the housing collapse, restored over \$5 billion in home equity credit lines. We served as counsel to a member of the 11-person Tort Claimant's Committee in the PG&E Bankruptcy, resulting in a historic \$13.5 billion settlement. We are the only firm to have established that online apps can constitute illegal gambling under state law, resulting in settlements that are collectively worth \$200 million. We are co-lead counsel in the NCAA personal injury concussion cases, leading an MDL involving over 300 class action lawsuits. And we are representing, or have represented, regulators in cases involving the deceptive marketing of opioids, environmental cases, privacy cases against Facebook, Uber, Google and others, cases related to the marketing of e-cigarettes to children, and cases asserting claims that energy companies and for-profit hospitals abused the public trust.
- ▶ We have testified before the United States Senate and state legislative and regulatory bodies on class action and consumer protection issues, cybersecurity and privacy (including election security, children's privacy and surreptitious geotracking), sex abuse in children's sports, and gambling, and have repeatedly been asked to work on federal, state, and municipal legislation involving a broad range of issues. We speak regularly at seminars on consumer protection and class action issues, and routinely lecture at law schools and other graduate programs.
- ▶ We have a "one-of-a-kind" investigation team that sets us apart from others in the plaintiff's bar. Our dedicated "internal lab of computer forensic engineers and tech-savvy lawyers" investigate issues related to "fraudulent software and hardware, undisclosed tracking of online consumer activity and illegal data retention," among numerous other technology related issues facing consumers. Cybersecurity & Privacy Practice Group of the Year, Law360 (January 2019). Instead of chasing the headlines, our case development team is leading the country in both identifying emerging privacy and technology issues, as well as crafting novel legal theories to

match. Some examples of their groundbreaking accomplishments include: demonstrating that Microsoft and Apple were continuing to collect certain geolocation data even after consumers turned “location services” to “off”; filing multiple suits revealing mobile apps that “listen” through phone microphones without consent; filing a lawsuit stemming from personal data collection practices of an intimate IoT device; and filing suit against a data analytics company alleging that it had surreptitiously installed tracking software on consumer computers.

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As the Hollywood Reporter explained, we are “accustomed to big cases that have lasting legacy.”

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# In The News

The firm and our attorneys regularly get recognized for our groundbreaking work. We have been named by Law360 as a Consumer Protection Group of the Year (2016, 2017, 2019, 2020), a Class Action Group of the Year (2019), a Plaintiff's Class Action Powerhouse (2017, 2018, 2019), a Cybersecurity and Privacy Group of the Year (2017, 2018, 2019, 2020), a "Privacy Litigation Heavyweight," a "Cybersecurity Trailblazer" by The National Law Journal (2016) and won sole recognition in 2019 as "Elite Trial Lawyers" in Gaming Law. The National Law Journal also recognized us as "Elite Trial Lawyers" in Consumer Protection (2020, 2021), Class Action (2021), Privacy/Data Breach (2020), Mass Torts (2020), and Sports, Entertainment and Media Law (2020). In 2019, we were recognized for the third consecutive year as an "Illinois Powerhouse," alongside Barack Ferrazzano, Winston & Strawn, Schiff Hardin and Mayer Brown; in each year, we were the only plaintiff's firm, and the only firm with fewer than one hundred lawyers, recognized. In 2021, we were awarded the Diversity Initiative Award by The National Law Journal, given to the plaintiff's firm demonstrating a concerted and successful effort to promote diversity within its organization and the profession at large.

- ▶ Our founder has been recognized as a "Titan of the Plaintiff's Bar" by Law360, one of "America's top trial lawyers" in the mass action arena, a LawDragon 2020 Leading Plaintiff Financial Lawyers, and one of "Chicago's Top Ten Startup Founders Over Age 45" by Tech.co—the only law firm founder to win such an award. Our Global Managing Partner was recognized as a top 100 lawyer in California by California Daily Journal (2020, 2021).
- ▶ We have also been recognized by courts for our approach to litigation, which led the then-Chief Judge of the United States Court for the Northern District of Illinois to praise our work as "consistent with the highest standards of the profession" and "a model of what the profession should be. . . ." *In re Kentucky Fried Chicken Coupon Mktg. & Sales Practices Litig.*, No. 09-cv-7670, MDL 2103 (N.D. Ill. Nov. 30, 2011). Likewise, in appointing our firm interim co-lead in one of the most high-profile banking cases in the country, a federal court pointed to our ability to be "vigorous advocates, constructive problem-solvers, and civil with their adversaries." *In Re JPMorgan Chase Home Equity Line of Credit Litig.*, No. 10-cv-3647 (N.D. Ill. July 16, 2010).

# Our Practice

## General Mass/Class Tort Litigation

We currently represent, among others, labor unions seeking to recover losses arising out of the opioid crisis, classes of student athletes suffering from the long-term effects of concussive and sub-concussive injuries, hundreds of families suffering the ill-effects of air and water contamination in their communities, and individuals damaged by the “Camp Fire” in Northern California.

### Representative cases and settlements include:

- ▶ Representing over 1,000 victims of the Northern California “Camp Fire,” allegedly caused by utility company Pacific Gas & Electric. Served as counsel to a member of the 11-person Tort Claimant’s Committee in the PG&E Bankruptcy, resulting in a historic \$13.5 billion settlement.
- ▶ Representing hundreds of victims of Oregon's 2020 "Beachie Creek" and "Holiday Farm" fires, allegedly caused by local utility companies. The Beachie Creek and Holiday Farm fires together burned approximately 400,000 acres, destroyed more than 2,000 structures, and took the lives of at least six individuals.
- ▶ *In re Nat'l Collegiate Athletic Ass'n Single School/Single Sport Concussion Litig.*, No. 16-cv-8727, MDL No. 2492 (N.D. Ill.): Appointed co-lead counsel in MDL against the NCAA, its conferences and member institutions alleging personal injury claims on behalf of college football players resulting from repeated concussive and sub-concussive hits.
- ▶ Representing numerous labor unions and health and welfare funds seeking to recover losses arising out of the opioid crisis. *See, e.g., Illinois Public Risk Fund v. Purdue Pharma L.P., et al.*, No. 2019-CH-05847 (Cir. Ct. Cook Cty., Ill.); *Int'l Union of Operating Eng'rs, Local 150, et al. v. Purdue Pharma L.P., et al.*, No. 2019-CH-01548 (Cir. Ct. Cook Cty., Ill.); *Village of Addison et al. v. Actavis LLC et al.*, No. 2020-CH-05181 (Cir. Ct. Cook Cty., Ill.).
- ▶ Served as lead negotiators in representing dozens of family members who lost loved ones in the Boeing 737-Max plane crash in Indonesia. The cases settled for confidential amounts. Currently counsel for families who lost loved ones in the Boeing 737-Max plane crash in Ethiopia.



## Environmental Litigation

We have been chosen by courts to handle some of the most complex and significant issues affecting our country today. We represent hundreds of families harmed by the damaging effects of ethylene oxide exposure in their communities, consumers and businesses whose local water supply was contaminated by a known toxic chemical, and property owners impacted by the flightpath of Navy fighter planes.

### Representative cases and settlements include:

- ▶ Representing hundreds of individuals around the country that are suffering the ill-effects of ethylene oxide exposure—a gas commonly used in medical sterilization processes. We have brought over 100 personal injury and wrongful death cases against EtO emitters across the country, as well as numerous medical monitoring class actions. *Brincks et al. v. Medline Indus., Inc., et al.*, No. 2020-L-008754 (Cir. Ct. Cook Cty., Ill.); *Leslie v. Steris Isomedix Operations, Inc., et al.*, No. 20-cv-01654 (N.D. Ill.); *Jackson v. 3M Company, et al.*, No. 19-cv-00522 (D.S.C.).
- ▶ Representing hundreds of individuals who have been exposed through their own drinking water and otherwise to PFAS and related "forever chemical" used in various applications. This exposure has allegedly led to serious health issues, including cancer, as well as the devaluation of private property due to, among other things, the destruction of the water supply. In conjunction with our work in this space, we have been appointed to the Plaintiff's Executive Committee in *In re: Aqueous Film-Forming Foams (AFFF) Prods. Liability Litig.*, 18-mn-2873-RMG, MDL No. 2873 (D.S.C.).
- ▶ Representing property owners on Whidbey Island, Washington, whose homes sit directly in the flightpath of dozens of Navy fighter planes. The Navy is alleged to have significantly increased the number of these planes at the bases at issue, as well as the frequency of their flights, to the detriment of our clients' privacy and properties. *Pickard v. USA*, No. 19-1928L (Ct. Fed. Claims); *Newkirk v. USA*, No. 20-628L (Ct. Fed. Claims).
- ▶ Our team has been designated as Panel Members on a State Attorney General's Environmental Counsel Panel.

## Banking, Lending and Finance Litigation

We were at the forefront of litigation arising in the aftermath of the federal bailouts of the banks. Our suits included claims that certain banks unlawfully suspended home credit lines based on pretextual reasons, and that certain banks failed to honor loan modification programs. We achieved the first federal appellate decision in the country recognizing the right of borrowers to enforce HAMP plans under state law. The court noted that “[p]rompt resolution of this matter is necessary not only for the good of the litigants but for the good of the Country.” *Wigod v. Wells Fargo Bank, N.A.*, 673 F.3d 547, 586 (7th Cir. 2012) (Ripple, J., concurring). Our settlements restored billions of dollars in home credit lines to people throughout the country.

### Representative cases and settlements include:

- ▶ *In re JP Morgan Chase Bank Home Equity Line of Credit Litig.*, No. 10-cv-3647 (N.D. Ill.): Co-lead counsel in nationwide putative class action alleging illegal suspensions of home credit lines. Settlement restored between \$3.2 billion and \$4.7 billion in credit to the class.
- ▶ *Hamilton v. Wells Fargo Bank, N.A.*, No. 09-cv-04152-CW (N.D. Cal.): Lead counsel in class actions challenging Wells Fargo’s suspensions of home equity lines of credit. Nationwide settlement restored access to over \$1 billion in credit and provides industry leading service enhancements and injunctive relief.
- ▶ *In re Citibank HELOC Reduction Litig.*, No. 09-cv-0350-MMC (N.D. Cal.): Lead counsel in class actions challenging Citibank’s suspensions of home equity lines of credit. The settlement restored up to \$653 million worth of credit to affected borrowers.
- ▶ *Wigod v. Wells Fargo*, No. 10-cv-2348 (N.D. Ill.): Obtained first appellate decision in the country recognizing the right of private litigants to sue to enforce HAMP plans. Settlement provided class members with permanent loan modifications and substantial cash payments.

## Privacy and Data Security

The New York Times has explained that our “cases read like a time capsule of the last decade, charting how computers have been steadfastly logging data about our searches, our friends, our bodies.” Courts have described our attorneys as “pioneers in the electronic privacy class action field, having litigated some of the largest consumer class actions in the country on this issue.” See *In re Facebook Privacy Litig.*, No. 10-cv-02389 (N.D. Cal. Dec. 10, 2010) (order appointing us interim co-lead of privacy class action); see also *In re Netflix Privacy Litig.*, No. 11-cv-00379 (N.D. Cal. Aug. 12, 2011) (appointing us sole lead counsel due, in part, to our “significant and particularly specialized expertise in electronic privacy litigation and class actions”). In *Barnes v. Aрызta*, No. 17-cv-7358 (N.D. Ill. Jan. 22, 2019), the court endorsed an expert opinion finding that we “should ‘be counted among the elite of the profession generally and [in privacy litigation] specifically’ because of [our] expertise in the area.”

### Representative cases and settlements include:

- ▶ *In re Facebook Biometric Privacy Litig.*, No. 15-cv-03747 (N.D. Cal.): Filed the first of its kind class action against Facebook under the Illinois Biometric Information Privacy Act, alleging Facebook collected facial recognition data from its users without authorization. Appointed Class Counsel in securing adversarial certification of class of Illinois Facebook users. Case settled on the eve of trial for a record breaking \$650 million.
- ▶ *Wakefield v. Visalus*, No. 15-cv-01857 (D. Ore. Apr. 12, 2019): Lead counsel in class action alleging that defendant violated federal law by making unsolicited telemarketing calls. Obtained jury verdict and judgment equating to more than \$925 million in damages to the class.

## Privacy and Data Security

- ▶ *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016): Lead counsel in the landmark case affirming the ability of plaintiffs to bring statutory claims for relief in federal court. The United States Supreme Court rejected the argument that individuals must allege “real world” harm to have standing to sue in federal court; instead the court recognized that “intangible” harms and even the “risk of future harm” can establish “standing.” Commentators have called *Spokeo* the most significant consumer privacy case in recent years.
- ▶ *Birchmeier v. Caribbean Cruise Line, Inc., et al.*, No. 12-cv-4069 (N.D. Ill.): Co-lead counsel in class action alleging that defendant violated federal law by making unsolicited telemarketing calls. On the eve of trial, the case resulted in the largest Telephone Consumer Protection settlement to date, totaling \$76 million.
- ▶ *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946 (9th Cir. 2009): Won first ever federal decision finding that text messages constituted “calls” under the TCPA. In total, we have secured text message settlements worth over \$100 million.
- ▶ *Kusinski v. ADP LLC*, No. 2017-CH-12364 (Cir. Ct. Cook Cty. Ill.): Secured key victories establishing the liability of time clock vendors under the Illinois Biometric Information Privacy Act and the largest-ever BIPA settlement in the employment context with a time clock vendor for \$25 million.
- ▶ *Dunstan v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.): Lead counsel in certified class action accusing Internet analytics company of improper data collection practices. The case settled for \$14 million.
- ▶ *Doe v. Ann & Robert H. Lurie Children’s Hosp. of Chi.*, No. 2020-CH-04123 (Cir. Ct. Cook Cty., Ill.): Lead counsel in a class action alleging breach of contract, breach of confidentiality, negligent supervision, and other claims against Lurie Children’s Hospital after employees allegedly accessed medical records without permission.

## Privacy and Data Security

- ▶ *American Civil Liberties Union et al. v. Clearview AI, Inc.*, No. 2020-CH-04353 (Cir. Ct. Cook Cty., Ill.): Representing the American Civil Liberties Union in lawsuit against Clearview AI for violating the Illinois Biometric Information Privacy Act through its collection and storage of Illinois residents' faceprints.
- ▶ *Consumer Watchdog v. Zoom Video Commc'ns, Inc.*, No. 20-cv-02526 (D.D.C): Representing advocacy group Consumer Watchdog in its lawsuit against Zoom Video Communications Inc, alleging the company falsely promised to protect communications through end-to-end encryption.
- ▶ *Mocek v. AllSaints USA Ltd.*, No. 2016-CH-10056 (Cir. Ct. Cook Cty, Ill.): Lead counsel in a class action alleging the clothing company AllSaints violated federal law by revealing consumer credit card numbers and expiration dates. Case settled for \$8 million with class members receiving about \$300 each.
- ▶ *Resnick v. Avmed*, No. 10-cv-24513 (S.D. Fla.): Lead counsel in data breach case filed against a health insurance company. Obtained landmark appellate decision endorsing common law unjust enrichment theory, irrespective of whether identity theft occurred. Case also resulted in the first class action settlement in the country to provide data breach victims with monetary payments irrespective of whether they suffered identity theft.
- ▶ *N.P. v. Standard Innovation (US), Corp.*, No. 1:16-cv-08655 (N.D. Ill.): Brought and resolved first ever IoT privacy class action against adult-toy manufacturer accused of collecting and recording highly intimate and sensitive personal use data. Case resolved for \$3.75 million.
- ▶ *Halaburda v. Bauer Publ'g Co.*, No. 12-cv-12831 (E.D. Mich.); *Grenke v. Hearst Commc'ns, Inc.*, No. 12-cv-14221 (E.D. Mich.); *Fox v. Time, Inc.*, No. 12-cv-14390 (E.D. Mich.): Lead counsel in consolidated actions brought under Michigan's Preservation of Personal Privacy Act, alleging unlawful disclosure of subscribers' personal information to data miners. In a ground-breaking decision, the court denied three motions to dismiss finding that the magazine publishers were covered by the act and that the illegal sale of personal information triggers an automatic \$5,000 award to each aggrieved consumer. Secured a \$30 million in cash settlement and industry-changing injunctive relief.

## General Consumer Matters

We have represented plaintiffs in consumer fraud cases in courts nationwide against companies alleged to have been peddling fraudulent software, engaging in online gambling businesses in violation of state law, selling defective products, or engaging in otherwise unlawful conduct.

### Representative cases and settlements include:

- ▶ Having secured a watershed Ninth Circuit victory for consumers in *Kater v. Churchill Downs Inc.*, 886 F.3d 784 (9th Cir. 2018), we are now pursuing consumer claims against more than a dozen gambling companies for allegedly profiting off of illegal internet casinos. Settlements in several of these cases total \$200 million.
- ▶ Prosecuted over 100 cases alleging that unauthorized charges for mobile content were placed on consumer cell phone bills. Cases collectively settled for over \$100 million. See, e.g., *McFerren v. AT&T Mobility LLC*, No. 08-cv-151322 (Sup. Ct. Fulton Cty., Ga.); *Paluzzi et al. v. mBlox, Inc., et al.*, No. 2007-CH-37213, (Cir. Ct. Cook Cty., Ill.); *Williams et al. v. Motricity, Inc. et al.*, No. 2009-CH-19089 (Cir. Ct. Cook Cty., Ill.).
- ▶ *Edelson PC v. Christopher Bandas, et al.*, No. 1:16-cv-11057 (N.D. Ill.): Filed groundbreaking lawsuit seeking to hold professional objectors and their law firms responsible for, among other things, alleged practice of objecting to class action settlements in order to extort payments for themselves, and the unauthorized practice of law. After several years of litigation and discovery, secured first of its kind permanent injunction against the objector and his law firm, which, inter alia, barred them from practicing in Illinois or asserting objections to class action settlements in any jurisdiction absent meeting certain criteria.
- ▶ Brought numerous cases alleging that defendants deceptively designed and marketed computer repair software. Cases collectively settled for over \$45 million. *Beaton v. SpeedyPC Software*, 907 F.3d 1018 (7th Cir. 2018).

## General Consumer Matters

- ▶ *McCormick, et al. v. Adtalem Glob. Educ., Inc., et al.*, No. 2018-CH-04872 (Cir. Ct. Cook Cty., Ill): After students at one of the country's largest for-profit colleges, DeVry University, successfully advanced their claims that the school allegedly induced them to enroll and charged a premium based on inflated job placement statistics, the parties agreed to a \$45 million settlement—the largest private settlement DeVry has entered into regarding the claims.
- ▶ *1050 W. Columbia Condo. Ass'n v. CSC ServiceWorks, Inc.*, No. 2019-CH-07319 (Cir. Ct. Cook Cty., Ill): Representing a class of landlords in securing a multifaceted settlement—including a cash component of up to \$30 million—with a laundry service provider over claims that the provider charged fees that were allegedly not permitted in the parties' contracts. The settlement's unique structure allows class members to choose repayment in the near term, or to lock in more favorable rates for the next decade.
- ▶ *Dickey v. Advanced Micro Devices, Inc.*, No. 15-cv-4922 (N.D. Cal.): Lead counsel in a complex consumer class action alleging AMD falsely advertised computer chips to consumers as “eight-core” processors that were, in reality, disguised four-core processors. The case settled for \$12.1 million.
- ▶ *Barrett v. RC2 Corp.*, No. 2007 CH 20924 (Cir. Ct. Cook Cty., Ill.): Co-lead counsel in lead paint recall case involving Thomas the Tank toy trains. Settlement was valued at over \$30 million and provided class with full cash refunds and reimbursement of certain costs related to blood testing.
- ▶ *In re Pet Food Prods. Liability Litig.*, No. 07-cv-2867 (D.N.J.): Part of mediation team in class action involving largest pet food recall in United States history. Settlement provided \$24 million common fund and \$8 million in charge backs.

## Insurance Matters

We have successfully represented individuals and companies in a multitude of insurance related actions, including dozens of businesses whose business interruption insurance claims were denied by various insurers in the wake of the COVID-19 crisis. We successfully prosecuted and settled multi-million dollar suits against J.C. Penney Life Insurance for allegedly illegally denying life insurance benefits under an unenforceable policy exclusion and against a Wisconsin insurance company for terminating the health insurance policies of groups of self-insureds.

### Representative cases and settlements include:

- ▶ *Biscuit Cafe Inc. et al. v. Society Ins., Inc.*, No. 20-cv-02514 (N.D. Ill.); *America's Kids, LLC v. Zurich American Ins. Co.*, No. 20-cv-03520 (N.D. Ill.); *MAIA Salon Spa and Wellness Corp. et al. v. Sentinel Ins. Co., Ltd. et al.*, No. 20-cv-3805 (E.D.N.Y.); *Badger Crossing, Inc. v. Society Ins., Inc.*, No. 2020CV000957 (Cir. Ct. Dane Cty., WI); and *Sea Land Air Travel, Inc. v. Auto-Owners Inc. Co. et al.*, No. 20-005872-CB (Cir. Ct. Wayne Cty., MI): In one of the most prominent areas for class action litigation related to the COVID-19 pandemic, we were among the first to file class action lawsuits against the insurance industry to recover insurance benefits for business owners whose businesses were shuttered by the pandemic. We represent an array of small and family-owned businesses—including restaurants and eateries, movie theatres, salons, retail stores, healthcare providers, and travel agencies—in a labyrinthine legal dispute about whether commercial property insurance policies cover business income losses that occurred as a result of business interruptions related to the COVID-19 pandemic. With over 800 cases filed nationwide to date, we have played an active role in efforts to coordinate the work of plaintiffs' attorneys through the Insurance Law Section of the American Association for Justice (AAJ), including by leading various roundtables and workgroups as the State Co-Chairs for Illinois, Wisconsin, and Michigan of the Business Interruption Litigation Taskforce (BILT), a national collaborative of nearly 300 practitioners representing policyholders in insurance claims arising out of the COVID-19 pandemic.



## Insurance Matters

- ▶ *Holloway v. J.C. Penney*, No. 97-cv-4555 (N.D. Ill.): One of the primary attorneys in a multi-state class action suit alleging that the defendant illegally denied life insurance benefits to the class. Case settled, resulting in a multi-million dollar cash award to the class.
- ▶ *Ramlow v. Family Health Plan*, 2000CV003886 (Wis. Cir. Ct.): Co-lead counsel in a class action suit challenging defendant's termination of health insurance to groups of self-insureds. The plaintiff won a temporary injunction, which was sustained on appeal, prohibiting such termination. Case eventually settled, ensuring that each class member would remain insured.

## Public Client Litigation and Investigations

We have been retained as outside counsel by states, cities, and other regulators to handle investigations and litigation relating to environmental issues, the marketing of opioids and e-cigarettes, privacy issues, and general consumer fraud.

### Representative cases and settlements include:

- ▶ *State of Idaho v. Purdue Pharma L.P., et al.*, No. CV01-19-10061 (Cir. Ct. Ada Cty., Idaho): Representing the State of Idaho, and nearly 50 other governmental entities—with a cumulative constituency of over three million Americans—in litigation against manufacturers and distributors of prescription opioids.
- ▶ *District of Columbia v. Juul Labs, Inc.*, No. 2019 CA 07795 B (D.C. Super. Ct.): Representing the District of Columbia in a suit against e-cigarette giant Juul Labs, Inc. for alleged predatory and deceptive marketing.
- ▶ *State of New Mexico, ex. rel. Hector Balderas v. Google, LLC*, No. 20-cv-00143 (D.N.M): Representing the State of New Mexico in a case against Google for violating the Children's Online Privacy Protection Act by collecting data from children under the age of 13 through its G-Suite for Education products and services.
- ▶ *District of Columbia v. Facebook, Inc.*, No. 2018 CA 8715 B (D.C. Super. Ct.) and *People of Illinois v. Facebook Inc., et al.*, No. 2018-CH-03868 (Cir. Ct. Cook Cty., Ill.): Representing the District of Columbia as well as the People of the State of Illinois (through the Cook County State's Attorney) in lawsuits against the world's largest social network, Facebook, and Cambridge Analytica—a London-based electioneering firm—for allegedly collecting (or allowing the collecting of) and misusing the private data of 50 million Facebook users.
- ▶ ComEd Bribery Litigation: Representing the Citizens Utility Board, the statutorily-designated representative of Illinois utility ratepayers, in pursuing Commonwealth Edison for its alleged role in a decade-long bribery scheme.

## Public Client Litigation and Investigations

- ▶ *City of Cincinnati, et al. v. FirstEnergy, et al.*, No. 20CV007005 (Ohio C.P.): Representing Columbus and Cincinnati in litigation against First Energy over the largest political corruption scandal in Ohio's history.
- ▶ *Village of Melrose Park v. Pipeline Health Sys. LLC, et al.*, No. 19-CH-03041 (Cir. Ct. Cook Cty., Ill.): Successfully represented the Village of Melrose Park in litigation arising from the closure of Westlake Hospital in what has been called "one of the most complicated hospital closure disputes in the state's history."
- ▶ *In re Marriott Int'l, Inc. Customer Data Security Breach Litig.*, 19-md-02879, MDL 2879 (D. Md.): Representing the City of Chicago in the ongoing Marriott data breach litigation.
- ▶ *In re Equifax, Inc., Customer Data Security Breach Litig.*, 17-md-02800 (N.D. Ga.): Successfully represented the City of Chicago in the Equifax data breach litigation, securing a landmark seven-figure settlement under Chicago's City-specific ordinance.
- ▶ *City of Chicago, et al. v. Uber Techs., Inc.*, No. 17-CH- 15594 (Cir. Ct. Cook Cty., Ill.): Representing both the City of Chicago and the People of the State of Illinois (through the Cook County State's Attorney) in a lawsuit against tech giant Uber Technologies, stemming from a 2016 data breach at the company and an alleged cover-up that followed.

## General Commercial Litigation

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Our attorneys have also handled a wide range of general commercial litigation matters, from partnership and business-to-business disputes to litigation involving corporate takeovers. We have handled cases involving tens of thousands of dollars to “bet the company” cases involving up to hundreds of millions of dollars. Our attorneys have collectively tried hundreds of cases, as well as scores of arbitrations. We have routinely been brought on to be “negotiation” counsel in various high-stakes or otherwise complex commercial disputes.



# **Our Team**



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# Jay Edelson

Founder and CEO

Considered one of the nation’s leading class and mass action lawyers.

Law360 described Jay as a “Titan of the Plaintiff’s Bar.” The American Bar Association recognized Jay Edelson as one of the “most creative minds in the legal industry.” Jay has also been recognized as one of “America’s top trial lawyers” in the mass action arena, and was included in LawDragon’s 2020 list of Leading Plaintiff Financial Lawyers. Law360 noted that he has “taken on some of the biggest companies and law firms in the world and has had success where others have not.” Another publication explained that “when it comes to legal strategy and execution, Jay is simply one of the best in the country.” Professor Todd Henderson, the Michael J. Marks Professor of Law at the University of Chicago Law School, opined that when thinking about “who’s the most innovative lawyer in the US ... [Jay is] at or near the top of my list.”

Of Counsel explained that Jay has made a career out of “battling bullies”:

*Big banks. Big tech firms. Big Pharma. The big business that is the NCAA. Plaintiff’s attorney Jay Edelson wages battle against many of the nation’s most fortified institutions. Not only does he refuse to back down to anyone, regardless of their stature or deep pockets, he welcomes the challenge.*

*Edelson earned a monumental victory in the US Supreme Court in what’s been characterized as one of the most important consumer privacy cases of the last several years, Robins v. Spokeo. He and his team are leading the charge against the NCAA in representing former college football players who suffered concussions, and their families. And, on behalf of labor unions and governmental bodies, he’s elbow-deep in litigation against pharmaceutical companies and distributors for their pivotal role in the opioid crisis.*

*Simply put, he’s a transformational lawyer.*

- ▶ Jay has been appointed to represent state and local regulators on some of the largest issues of the day, ranging from opioids suits against pharmaceutical companies, to environmental actions against polluters, to breaches of trust against energy companies and for-profit hospitals, to privacy suits against Google, Facebook, Uber, Marriott, and Equifax.

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## Jay Edelson

Founder and CEO

- ▶ Jay has received special recognition for his success in taking on Silicon Valley. The national press has dubbed Jay and the firm the “most feared” litigators in Silicon Valley and, according to the New York Times, tech’s “babyfaced ... boogeyman.” Most recently, Chicago Lawyer Magazine dubbed Jay “Public Enemy No. 1 in Silicon Valley.” In the emerging area of privacy law, the international press has called Jay one of the world’s “profilertesten (most prominent)” privacy class action attorneys. The National Law Journal has similarly recognized Jay as a “Cybersecurity Trailblazer”—one of only two plaintiff’s attorneys to win this recognition.
- ▶ Jay has taught seminars on class actions and negotiations at Chicago-Kent College of Law and privacy litigation at UC Berkeley School of Law. He has written a blog for Thomson Reuters, called Pardon the Disruption, where he focused on ideas necessary to reform and reinvent the legal industry and has contributed opinion pieces to TechCrunch, Quartz, the Chicago Tribune, Law360, and others. He also serves on Law360’s Privacy & Consumer Protection editorial advisory board. In recognition of the fact that his firm runs like a start-up that “just happens to be a law firm,” Jay was recently named to “Chicago’s Top Ten Startup Founders over 40” by Tech.co.
- ▶ Jay has been regularly appointed to lead complicated MDLs and other coordinated litigation, including those seeking justice for college football players suffering from the effects of concussions to homeowners whose HELOCs were improperly slashed after the 2008 housing collapse to some of the largest privacy cases of the day.
- ▶ Jay received his JD from the University of Michigan Law School.
- ▶ For a more complete bio, see <https://edelson.com/team/jay-edelson/>



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# Rafey S. Balabanian

Global Managing Partner  
Director of Nationwide Litigation

Appointed lead class counsel in more than two dozen class actions in state and federal courts across the country.

Rafey started his career as a trial lawyer, serving as a prosecutor for the City of Chicago where he took part in dozens of trials. Rafey went on to join a litigation boutique in Chicago where he continued his trial work, before eventually starting with Edelson in 2008. He is regarded by his peers as a highly skilled litigator, and has been appointed lead class counsel in more than two dozen class actions in state and federal courts across the country. His work has led to groundbreaking results in trial courts nationwide, including a \$925 million jury verdict in *Wakefield v. ViSalus*—the largest privacy verdict in this nation's history. In 2020 and 2021, Rafey was recognized as a top 100 lawyer in California by California Daily Journal.

- ▶ Rafey has been at the forefront of protecting consumer data, and in 2018 helped lead the effort to obtain adversarial class certification for the first time in the history of the Illinois Biometric Information Privacy Act, on behalf of a class of Illinois users. On the eve of trial, the case settled for a record-breaking \$650 million.
- ▶ Some of Rafey's more notable achievements include nationwide settlements involving the telecom industry, including companies such as AT&T, Google, Sony, Motricity, and OpenMarket valued at more than \$100 million.
- ▶ Rafey has been appointed to represent state Attorneys General and regulators on a variety of issues including the District of Columbia in a suit against Facebook for the Cambridge Analytica scandal. He also represents labor unions and governmental entities in lawsuits against the drug manufacturers and distributors over the ongoing opioid crisis.
- ▶ Rafey has also been appointed to the Executive Committee in the NCAA concussion cases, considered to be "one of the largest actions pending in the country, a multi district litigation ... that currently include [more than 300] personal injury class actions filed by college football players[.]" And he represents a member of the Tort Claimant's Committee in the PG&E Bankruptcy action, which resulted in a historic \$13.5 billion settlement.
- ▶ Rafey served as trial court counsel in *Robins v. Spokeo, Inc.*, 2:10-cv-05306-ODW-AGR (C.D. Cal.), which has been called the most significant consumer privacy case in recent years.



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## Rafey S. Balabanian

Global Managing Partner  
Director of Nationwide Litigation

- ▶ Rafey's class action practice also includes his work in the privacy sphere, and he has reached groundbreaking settlements with companies like Netflix, LinkedIn, Walgreens, and Nationstar. Rafey also served as lead counsel in the case of *Dunstan, et al. v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.), where he led the effort to secure class certification of what is believed to be the largest adversarial class to be certified in a privacy case in the history of U.S. jurisprudence.
- ▶ Rafey's work in general complex commercial litigation includes representing clients ranging from "emerging technology" companies, real estate developers, hotels, insurance companies, lenders, shareholders and attorneys. He has successfully litigated numerous multi-million dollar cases, including several "bet the company" cases.
- ▶ Rafey is a frequent speaker on class and mass action issues, and has served as a guest lecturer on several occasions at UC Berkeley School of Law. Rafey also serves on the Executive Committee of the Antitrust, Unfair Competition and Privacy Section of the State Bar of California where he has been appointed Vice Chair of Privacy, as well as the Executive Committee of the Privacy and Cybersecurity Section of the Bar Association of San Francisco.
- ▶ Rafey received his J.D. from the DePaul University College of Law in 2005. A native of Colorado, Rafey received his B.A. in History, with distinction, from the University of Colorado – Boulder in 2002.



# Benjamin H. Richman

Managing Partner, Chicago office

Appointed by the federal and state courts to be Class or Lead Counsel in dozens of cases

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Benjamin handles plaintiff's-side class and mass actions, helping employees in the workplace, consumers who were sold deceptive products or had their privacy rights violated, individuals and families suffering the ill-effects of exposure to toxic chemicals, student athletes suffering from the effects of concussions, and labor unions and governmental bodies seeking to recover losses arising out of the opioid crisis. He also routinely represents technology and brick and mortar companies in a wide variety of commercial litigation and other matters. Overall, Ben has been appointed by the federal and state courts to be Class or Lead Counsel in dozens of cases. His suits have recovered hundreds of millions of dollars for his clients.

- ▶ Ben represents state Attorneys General, counties, and cities in high-stakes litigation and investigations, including the State of Idaho in asserting claims against some of the largest pharmaceutical manufacturers and distributors in the world related to the ongoing opioid epidemic, including in the MDL pending in the Northern District of Ohio. Ben also leads the team representing approximately 50 other governmental entities in opioid litigation; the State of New Mexico in its lawsuit against Google LLC for allegedly collecting data from children under the age of 13 through its G-Suite for Education products and services; the District of Columbia in a suit against e-cigarette giant Juul for alleged predatory and deceptive marketing; and was appointed as a Special Assistant State's Attorney to prosecute Facebook's violations of the Illinois Consumer Fraud Act in the Cambridge Analytica scandal.
- ▶ Ben has been one of the primary forces behind the development of the firm's environmental practice. In the last year alone, Ben led a team representing hundreds of individuals across the country suffering from the effects of exposure to ethylene oxide—a carcinogenic chemical compound used in sterilization applications—emitted into the air in their communities, which included coordinating litigation across state and federal courts in various jurisdictions; was appointed to the Plaintiffs' Executive Committee overseeing the prosecution of the *In re: Aqueous Film-Forming Foams Prods. Liability Litig.*, No. 18-mn-2873, MDL No. 2873 (D.S.C.) (which includes more than 500 cases against the largest chemical manufacturers in the world, among others); and was designated as a Panel Member on a State Attorney General's Environmental Counsel Panel, which was formed to assist and represent the State in a wide range of environmental litigation.

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## Benjamin H. Richman

Managing Partner, Chicago office

- ▶ Ben is currently part of the team leading the *In re National Collegiate Athletic Association Student-Athlete Concussion Injury Litigation – Single Sport/Single School (Football)* multidistrict litigation, bringing personal injury lawsuits against the NCAA, athletic conferences, and its member institutions over concussion-related injuries. In addition, Ben has and is currently acting as lead counsel in numerous class actions involving alleged violations of class members' common law and statutory rights (e.g., violations of Alaska's Genetic Privacy Act, Illinois' Biometric Information Privacy Act, the federal Telephone Consumer Protection Act, and others).
- ▶ Some of Ben's notable achievements include acting as class counsel in litigating and securing a \$45 million settlement of claims against for-profit DeVry University related to allegedly false reporting of job placement statistics. He has acted as lead counsel in securing settlements collectively worth \$50 million in over a half-dozen nationwide class actions against software companies involving claims of fraudulent marketing and unfair business practices. He was part of the team that litigated over a half-dozen nationwide class actions involving claims of unauthorized charges on cellular telephones, which ultimately led to settlements collectively worth hundreds of millions of dollars. And he has been lead counsel in numerous multi-million dollar privacy settlements, including several that resulted in individual payments to class members reaching into the tens of thousands of dollars and another that—in addition to securing millions of dollars in monetary relief—also led to a waiver by the defendants of their primary defenses to claims that were not otherwise being released.
- ▶ Ben's work in complex commercial matters includes successfully defending multiple actions against the largest medical marijuana producer in the State of Illinois related to the issuance of its cultivation licenses, and successfully defending one of the largest mortgage lenders in the country on claims of unjust enrichment, securing dismissals or settlements that ultimately amounted to a fraction of typical defense costs in such actions. Ben has also represented startups in various matters, including licensing, intellectual property, and mergers and acquisitions.
- ▶ Each year since 2015, Ben has been recognized by Super Lawyers as a Rising Star and Leading Lawyers as an Emerging Lawyer in both class action and mass tort litigation.
- ▶ Ben received his J.D. from the University of Illinois Chicago School of Law, where he was an Executive Editor of the Law Review and earned a Certificate in Trial Advocacy. While in law school, Ben served as a judicial extern to the late Honorable John W. Darrah of the United States District Court for the Northern District of Illinois. Ben has also routinely guest-lectures at various law schools on issues related to class actions, complex litigation and negotiation.



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# Ryan D. Andrews

Partner

Appointed class counsel in numerous federal and state class actions nationwide.

Ryan presently leads the firm's complex case resolution and appellate practice group, which oversees the firm's class settlements, class notice programs, and briefing on issues of first impression.

- ▶ Ryan has been appointed class counsel in numerous federal and state class actions nationwide that have resulted in over \$100 million in refunds to consumers, including: *Satterfield v. Simon & Schuster*, No. 06-cv-2893 (N.D. Cal.); *Ellison v Steve Madden, Ltd.*, No. 11-cv-5935 (C.D. Cal.); *Robles v. Lucky Brand Dungarees, Inc.*, No. 10-cv-04846 (N.D. Cal.); *Lozano v. 20th Century Fox*, No. 09-cv-06344 (N.D. Ill.); *Paluzzi v. Cellco P'ship*, No. 2007 CH 37213 (Cir. Ct. Cook Cty., Ill.); and *Lofton v. Bank of America Corp.*, No. 07-5892 (N.D. Cal.).
- ▶ Representative reported decisions include: *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016); *Kater v. Churchill Downs Inc.*, 886 F.3d 784 (9th Cir. 2018); *Warcia v. Subway Rests., Inc.*, 880 F.3d 870 (7th Cir. 2018), cert. denied, 138 S. Ct. 2692 (2018); *Beaton v. SpeedyPC Software*, 907 F.3d 1018 (7th Cir. 2018), cert. denied, 139 S. Ct. 1465 (2019); *Klaudia Sekura v. Krishna Schaumburg Tan, Inc.*, 2018 IL App (1st) 180175; *Yershov v. Gannett Satellite Info. Network, Inc.*, 820 F. 3d 482 (1st Cir. 2016); *Resnick v. AvMed, Inc.*, 693 F. 3d 1317 (11th Cir. 2012); and *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946 (9th Cir. 2009).
- ▶ Ryan graduated from the University of Michigan, earning his B.A., with distinction, in Political Science and Communications. Ryan received his J.D. with High Honors from the Chicago-Kent College of Law and was named Order of the Coif. Ryan has served as an Adjunct Professor of Law at Chicago-Kent, teaching a third-year seminar on class actions. While in law school, Ryan was a Notes & Comments Editor for The Chicago-Kent Law Review, earned CALI awards for the highest grade in five classes, and was a teaching assistant for both Property Law and Legal Writing courses. Ryan externed for the Honorable Joan B. Gottschall in the United State District Court for the Northern District of Illinois.



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# Christopher L. Dore

Partner

Appointed by the federal and state courts to be Class or Lead Counsel in dozens of cases

Chris oversees the firm's case development team, with particular emphasis on consumer protection cases and managing the firm's mass tort development group.

- ▶ In the mass tort and mass action space, Chris has assisted in, among others, the development and representation of cases involving (1) hundreds of individuals suffering from exposure to the air pollutant ethylene oxide ("EtO"); (2) thousands of former football players suffering from the long-term effects of concussive and sub-concussive hits; (3) thousands of families who lost their homes, businesses, and even loved ones in the 2018 "Camp Fire" and the 2020 Oregon wildfires; (4) thousands of consumers exposed to toxic PFAS in their drinking water; and (5) dozens of governmental entities, unions, private insurance funds, and others seeking to recover from the devastation of the opioid crisis.
- ▶ In the area of consumer protection, Chris has helped develop hundreds of cases, from deceptive product and online marketing to violations of the Telephone Consumer Protection Act ("TCPA"), along with issues centered on employment, unfair practices in the health care industry, banking, and insurance industry. For example, Chris was at the forefront of developing litigation related to business interruption insurance on behalf of thousands of businesses following COVID-19 government shutdowns.
- ▶ Chris has been asked to appear on television, radio, and in national publications to discuss consumer protection and privacy issues, as well as asked to lecture at his alma mater on class action practice.
- ▶ Chris received his law degree from the University of Illinois Chicago School of Law, his M.A. in Legal Sociology from the International Institute for the Sociology of Law (located in Oñati, Spain), and his B.A. in Legal Sociology from the University of California, Santa Barbara. Chris also serves on the Illinois Bar Foundation, Board of Directors.



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# J. Aaron Lawson

Partner

Argued in four federal Courts of Appeals and numerous district courts around the country.

Aaron's practice focuses on appeals and complex motion practice. Aaron regularly litigates complex issues in both trial and appellate courts, including jurisdictional issues and class certification. Aaron has argued in four federal Courts of Appeals and numerous district courts around the country. In 2019, Aaron won and successfully defended class certification in a case challenging Facebook's collection of facial recognition data gathered through the platform's photo tagging feature. The case settled on the eve of trial for a record breaking \$650 million.

- ▶ In addition to his work at Edelson PC, Aaron serves on the Privacy Subcommittee of the California Lawyers Association's Antitrust, UCL & Privacy Section, and edits the yearly treatise produced by the subcommittee.
- ▶ Prior to joining Edelson PC, Aaron served for two years as a Staff Attorney for the United States Court of Appeals for the Seventh Circuit, handling appeals involving a wide variety of subject matter, including consumer-protection law, employment law, criminal law, and federal habeas corpus.
- ▶ While at the University of Michigan Law School, Aaron served as the Managing Editor for the Michigan Journal of Race & Law, and participated in the Federal Appellate Clinic. In the clinic, Aaron briefed a direct criminal appeal to the United States Court of Appeals for the Sixth Circuit, and successfully convinced the court to vacate his client's sentence.



# Todd Logan

Partner

Led the litigation and settlement of a variety of class action cases alleging claims under federal, state, and local laws.

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Todd focuses his practice on class and mass actions and large-scale governmental suits. He represents Butte County residents who lost their homes and businesses in the Camp Fire, governments and other entities seeking to recover losses arising out of the nationwide opioid epidemic, former NCAA football players suffering from the harmful effects of concussions, consumers seeking compensation for their gambling losses to illegal internet casinos, and consumers who have been defrauded or otherwise suffered damages under state consumer protection laws.

- ▶ Todd is routinely appointed by courts nationwide to serve as class counsel in major class action litigation. In recent years, Todd has been appointed Class Counsel in, and led the litigation of, several related cases alleging that internet slot machine apps constitute illegal gambling. Three of those cases recently settled for approximately \$200 million, with damages-adjusted claims rates of 15%-33% and class members recovering up to hundreds of thousands of dollars. The largest of the remaining cases is set for trial in November 2021.
- ▶ In recent years, Todd has led the litigation and settlement of a variety of class action cases alleging claims under federal, state, and local laws. For example, in *Dickey v. Advanced Micro Devices, Inc.*, No. 15-cv-04922, 2019 WL 251488, (N.D. Cal. Jan. 17, 2019), Todd briefed and argued a successful motion for nationwide class certification in a complex consumer class action alleging claims under California Law. In *Robins v. Spokeo*, No. 10-cv-5306 (C.D. Cal.), after remand from both the Supreme Court and the Ninth Circuit, Todd led the litigation of the class' claims under the Fair Credit Reporting Act for more than a year before the case entered settlement posture on favorable terms. And in *Sekura v. L.A. Tan Enterprises, Inc.*, No. 2015-CH-16694 (Cir. Ct. Cook Cty., Ill.), Todd represented a class of consumers alleging claims under Illinois' Biometric Information Privacy Act (BIPA) and ultimately obtained a seven-figure class action settlement – the first ever BIPA class action settlement.
- ▶ Before becoming a lawyer, Todd built SQL databases for a technology company and worked at various levels in state and local government. Todd received his J.D. cum laude from Harvard Law School, where he was Managing Editor of the Harvard Journal of Law and Technology. Todd also assisted Professor William B. Rubenstein with research and analysis on a wide variety of class action issues, and is credited for his work in more than eighty sections of Newberg on Class Actions.
- ▶ From 2016-17, Todd served as a judicial law clerk for the Honorable James Donato of the Northern District of California.



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# David I. Mindell

Partner  
Co-Chair, Public Client and Government Affairs group

Counsels governments and state and federal lawmakers on a range of policy issues.

David represents state Attorneys General, counties, and cities in high-stakes litigation and investigations involving consumer protection, information security and privacy violations, the opioid crisis, and other areas of enforcement that protect government interests and vulnerable communities. David also counsels governments and state and federal lawmakers on a range of policy issues involving consumer protection, privacy, technology, and data security.

- ▶ In addition to his Public Client and Government Affairs practice, David helps direct the firm's Investigations team, including the group's internal lab "of computer forensic engineers and tech-savvy lawyers [who study] fraudulent software and hardware, undisclosed tracking of online consumer activity and illegal data retention." Cybersecurity & Privacy Practice Group of the Year, Law360 (Jan. 2019). His team's research has led to lawsuits involving the fraudulent development, marketing and sale of computer software, unlawful tracking of consumers through mobile-devices and computers, unlawful collection, storage, and dissemination of consumer data, mobile-device privacy violations, large-scale data breaches, unlawful collection and use of biometric information, unlawful collection and use of genetic information, and the Bitcoin industry.
- ▶ David also helps oversee the firm's class and mass action investigations, including claims against helmet manufacturers and the National Collegiate Athletic Association by thousands of former high school, college, and professional football players suffering from the long-term effects of concussive and sub-concussive hits; claims on behalf of hundreds of families and business who lost their homes, businesses, and even loved ones in the "Camp Fire" that ravaged thousands of acres of Northern California in November 2018; and on behalf of survivors of sexual abuse.
- ▶ Prior to joining Edelson PC, David co-founded several tech, real estate, and hospitality related ventures, including a tech startup that was acquired by a well-known international corporation within its first three years. David has advised tech companies on a variety of legal and strategic business-related issues, including how to handle and protect consumer data. He has also consulted with startups on the formation of business plans, product development, and launch.
- ▶ While in law school, David was a research assistant for University of Chicago Law School Kauffman and Bigelow Fellow, Matthew Tokson, and for the preeminent cybersecurity professor, Hank Perritt at the Chicago-Kent College of Law. David's research included cyberattack and denial of service vulnerabilities of the internet, intellectual property rights, and privacy issues.
- ▶ David has spoken to a wide range of audiences about his investigations and practice.





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# Roger Perlstadt

Partner

Briefed appeals and motions in numerous federal and state appellate courts.

Roger's practice focuses on appeals and critical motions. He has briefed appeals and motions in numerous federal and state appellate courts, including the United States Supreme Court's seminal case of *Spokeo, Inc. v. Robins*, and has argued multiple times before the United States Courts of Appeals for the Sixth, Seventh, Eighth, and Ninth Circuits.

- ▶ Roger has briefed complex issues at the trial court level in cases throughout the country. These cases generally involve matters of first impression relating to new statutes or novel uses of long-standing statutes, as well as the intersection of privacy law and emerging technologies.
- ▶ Prior to joining Edelson PC, Roger was an associate at a litigation boutique in Chicago, and a Visiting Assistant Professor at the University of Florida Levin College of Law. He has published articles on the Federal Arbitration Act in various law reviews.
- ▶ Roger has been named a Rising Star by Illinois Super Lawyer Magazine four times since 2010.
- ▶ Roger graduated from the University of Chicago Law School, where he was a member of the University of Chicago Law Review. After law school, he served as a clerk to the Honorable Elaine E. Bucklo of the United States District Court for the Northern District of Illinois.



# Eve-Lynn J. Rapp

Partner  
Co-Chair, Public Client team

Appointed by the federal and state courts to be Class or Lead Counsel in dozens of cases

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Eve is a partner and Co-Chair of Edelson's Public Client team, has extensive complex litigation experience in class, mass, and governmental litigation, including matters on behalf of various Attorneys General and municipalities across the country. Eve has been appointed class counsel or led the litigation efforts in dozens of privacy and consumer protection matters and has recovered or secured verdicts of over a billion dollars for her clients.

- ▶ Specific to her Public Client and Government Affairs practice, Eve is presently leading the litigation on behalf of the City of Chicago in the Marriott data breach litigation, which seeks to hold the hotel giant accountable for a massive data breach where attackers stole the personal data of up to 383 million guests—including over 5 million unencrypted passport numbers. She likewise represented the City of Chicago in the data breach litigation against Equifax where she secured a landmark seven-figure settlement under Chicago's City-specific ordinance.
- ▶ Eve is part of the team representing the District of Columbia in its litigation against Juul for its deceptive e-cigarette manufacturing and sales, the State of New Mexico in its suit against Google alleging that its G-Suite for Education product and services illegally collected data from New Mexico school children in violation of COPPA. Eve also counsels governments on a range of issues involving consumer protection, privacy, technology, and data security and was recently designated a Panel Member of Delaware's Department of Justice's Environmental Counsel Panel.
- ▶ Eve devotes a considerable amount of her practice to consumer technology and privacy cases. Eve was appointed Class Counsel in *Wakefield v. ViSalus, Inc.*, No. 15-cv-01857 (D. Or.), where she led and coordinated Edelson's litigation efforts, achieved certification of an adversarial TCPA class, and paved the way to a \$925 million jury verdict. She also led Edelson's efforts in *Birchmeier v. Caribbean Cruise Line, Inc. et al.*, No. 12-cv-04069 (N.D. Ill.), where, after obtaining class certification and partial summary judgment, she secured a \$76 million settlement—the largest ever for a TCPA case—four days before trial. She is also responsible for leading one of the first "Internet of Things" cases under the Federal

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## Eve-Lynn Rapp

Partner  
Co-Chair, Public Client team

Wiretap Act against a company collecting highly sensitive personal information from consumers, in which she obtained a \$5 million (CAD) settlement that afforded individual class members over one hundred dollars in relief.

- ▶ In addition to her government and privacy work, Eve has led over a dozen consumer fraud cases, against a variety of industries, including e-cigarette sellers, on-line gaming companies, and electronic and sport products distributors. She lead and resolved a case against a 24 Hour Fitness for misrepresenting its “lifetime memberships,” which resulted in over 25 million dollars of relief.
- ▶ Due to Eve’s knowledge and practice in the data privacy, technology and consumer protection space, Eve serves as the Chair of the San Francisco Bar Association’s Cybersecurity and Privacy Committee where she is responsible for hosting and speaking about a range of cutting-edge issues. She also speaks on various panels about cutting edge issues ranging from upcoming regulatory efforts, “issues to watch,” and litigation trends.
- ▶ Eve is passionate about diversity and social justice. She is a Board Member of the Law Firm Antiracism Alliance, a coalition of more than 240 law firms that team up with organizations to amplify voices of communities impacted by systemic racism, promote racial equality in the law, and support the use of law that benefits communities of color. She also works with various organizations such as the Diverse Attorney Pipeline Program, where she helps her firm conduct over 20 mock interviews for women of color each year in effort to help expand their post graduate opportunities, and organizations like the East Bay Community Law Center and Berkeley’s Women of Color Collective. As a young attorney, Eve likewise devoted a significant amount of time to the Chicago Lawyers’ Committee for Civil Rights Under Law’s Settlement Assistance Project where she represented a number of pro bono clients for settlement purposes.
- ▶ From 2015-2019, Eve was selected as an Illinois Emerging Lawyer by Leading Lawyers.
- ▶ Eve received her J.D. from Loyola University of Chicago-School of Law, graduating cum laude, with a Certificate in Trial Advocacy. During law school, she was an Associate Editor of Loyola’s International Law Review and externed as a “711” at both the Cook County State’s Attorney’s Office and for Cook County Commissioner Larry Suffredin. Eve also clerked for both civil and criminal judges (The Honorable Judge Yvonne Lewis and Plummer Lott) in the Supreme Court of New York. Eve graduated from the University of Colorado, Boulder, with distinction and Phi Beta Kappa honors, receiving a B.A. in Political Science.



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# Ari J. Scharg

Partner  
Co-Chair, Government Affairs Group

Recognized as one of the leading experts on privacy and emerging technologies.

Ari is a Partner at Edelson PC and Co-Chair of the firm's Public Client and Government Affairs Group, where he leverages his experience litigating hundreds of complex class and mass action lawsuits to help state and local governments investigate and prosecute consumer fraud, data privacy, and other areas of enforcement that protect government interests and vulnerable communities.

- ▶ Ari has been appointed as a Special Assistant Cook County State's Attorney to litigate cases against Facebook and Cambridge Analytica for their alleged misuse of consumer data and against Uber for its alleged violations of the state's data breach notification law and information security requirements. He is currently representing the Illinois Citizens Utility Board in litigation against Commonwealth Edison for its alleged role in a decade-long bribery scheme, and serves as Special Counsel for Columbus and Cincinnati in litigation alleging money laundering and corruption against FirstEnergy, where he recently secured a preliminary injunction blocking more than \$1 billion of new fees from being collected from ratepayers. Ari also represent a broad range of stakeholders in litigation against opioid companies, including governments, municipal risk pools, labor unions, and health and welfare funds.
- ▶ Ari is passionate about social justice causes, and in 2017, the Michigan State Bar Foundation presented both Edelson PC and Ari, personally, with its Access to Justice Award for "significantly advancing access to justice for the poor" through his consumer class actions.
- ▶ As Special Counsel for Melrose Park, Ari served as lead trial counsel in first-of-its-kind litigation seeking to block the closure of Westlake Hospital, a community hospital providing safety net services to medically and socially vulnerable minority populations. Village of Melrose Park v. Pipeline Health System LLC, et al., No. 19-CH-03041 (Cir. Ct. Cook Cty., Ill.). In what has been called "one of the most complicated hospital closure disputes in the state's history," Ari worked tirelessly to preserve access to healthcare for the community by securing a series of in-court victories, including a temporary restraining order prohibiting the owners from closing the hospital, and later, after a full-day evidentiary hearing, an order holding the owner in contempt for attempting to shut down hospital services prematurely.
- ▶ Recognized as a leader on privacy and emerging technologies, Ari serves on the Executive Oversight Council for the Array of Things Project where he advises on privacy and data security matters, founded and chaired the Illinois State Bar Association's Privacy and Information Security Section (2017-2019), and served as Co-Chair of the Illinois Blockchain and Distributed Ledgers Task Force. Ari also enjoys working with law students through the Diverse Attorney Pipeline Program (DAPP) and Berkeley's Women of Color Collective.



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# Ben Thomassen

Partner  
Member, Issues & Appeals Group

Appointed as class counsel in several high profile cases including, *Harris v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.)

Ben regularly litigates complex issues—often ones of first impression—in trial and appellate courts, has been appointed as class counsel for numerous certified federal classes, and has played key roles in industry-changing cases that have secured millions of dollars of relief for consumers. Substantively, Ben’s work focuses on issues concerning data privacy/security, technology, and consumer fraud.

- ▶ Ben’s work at the firm has achieved significant results for classes of consumers. He has been appointed as class counsel in several high profile cases, including, *Harris v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.) (estimated to be the largest privacy class action certified on adversarial basis and resulted in \$14 million settlement). Ben has also played critical and leading roles in developing, briefing, and arguing novel legal theories on behalf of his clients, including by delivering the winning oral argument to the Eleventh Circuit in the seminal case of *Resnick, et al. v. AvMed, Inc.*, No. 10-cv-24513 (S.D. Fla.) (appointed class counsel in industry-changing data breach case, which obtained a landmark appellate decision endorsing common law unjust enrichment theory, irrespective of whether identity theft occurred) and recently obtaining certification of a class of magazine subscribers in *Coulter-Owens v. Time, Inc.*, No. 12-cv-14390 (E.D. Mich.) (achieved adversarial certification in a privacy case brought by a class of magazine subscribers against a magazine publisher under Michigan’s Preservation of Personal Privacy Act). His cases have resulted in millions of dollars to consumers.
- ▶ Ben graduated magna cum laude from Chicago-Kent College of Law, where he also earned a certificate in Litigation and Alternative Dispute Resolution and was named Order of the Coif. He also served as Vice President of Chicago-Kent’s Moot Court Honor Society and earned seven CALI awards for receiving the highest grade in Appellate Advocacy, Business Organizations, Conflict of Laws, Family Law, Personal Income Tax, Property, and Torts. In 2017, Ben was selected as an Illinois Emerging Lawyer by Leading Lawyers.
- ▶ Before settling into his legal career, Ben worked in and around the Chicago and Washington, D.C. areas in a number of capacities, including stints as a website designer/developer, a regular contributor to a monthly Capitol Hill newspaper, and a film projectionist and media technician (with many years’ experience) for commercial theatres, museums, and educational institutions. Ben received a Master of Arts degree from the University of Chicago and his Bachelor of Arts degree, summa cum laude, from St. Mary’s College of Maryland.



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# Alexander G. Tievsky

Partner

Briefed and argued cases in numerous federal appellate and district court.

**Alex concentrates on complex motion practice and appeals in consumer class action litigation.**

- ▶ Alex has briefed and argued cases in numerous federal appellate and district courts, and he has successfully defended consumers' right to have their claims heard in a federal forum, including, for example, defeating Facebook's attempt to deprive its users of a federal forum to adjudicate their claims for wrongful collection of biometric information in violation of a state privacy statute in *In re Facebook Biometric Info. Privacy Litig.*, 290 F. Supp. 3d 948 (N.D. Cal. 2018), *aff'd* 932 F.3d 1264 (9th Cir. 2019); receiving preliminary injunction preventing electric utilities from collecting surcharges imposed by Ohio House Bill 6 on the basis that Cincinnati and Columbus were likely to succeed on their allegations that the bill was the product of a bribery scheme involving the former speaker of the Ohio House of Representatives in *Cincinnati & Columbus v. First Energy Corp.*, No. 20-CV-7005 (Franklin Cty., Ohio Ct. of Common Pleas 2020); winning reversal of summary judgment in Telephone Consumer Protection Act (TCPA) case on the basis that the defendant could be held liable for ratifying the actions of its callers, even though it did not place the calls itself in *Henderson v. United Student Aid Funds, Inc.*, 918 F.3d 1068 (9th Cir. 2019); and winning reversal of district court's dismissal in first-of-its-kind ruling that so-called "free to play" casino apps are illegal gambling, which allows consumers to recover their losses under Washington law. *See Kater v. Churchill Downs, Inc.*, 886 F.3d 784 (9th Cir. 2018)
- ▶ Alex received his J.D. from the Northwestern University School of Law, where he graduated from the two-year accelerated J.D. program. While in law school, Alex was Media Editor of the Northwestern University Law Review. He also worked as a member of the Bluhm Legal Clinic's Center on Wrongful Convictions. Alex maintains a relationship with the Center and focuses his public service work on seeking to overturn unjust criminal convictions in Cook County.
- ▶ Alex is admitted to the state bars of Illinois and Washington and is a member of both the Lesbian and Gay Bar Association of Chicago and QLaw, the LGBTQ+ Bar Association of Washington.
- ▶ Alex's past experiences include developing internal tools for an enterprise software company and working as a full-time cheesemonger. He received his A.B. in linguistics



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# J. Eli Wade-Scott

Partner

Returned some of the highest per-person relief ever secured in a privacy case.

Eli's practice focuses on privacy- and tech-related class actions and enforcement actions brought by governments. Eli has been appointed to represent states and cities to handle high-profile litigation.

- ▶ Eli is frequently appointed to represent states and cities to handle high-profile litigation, including by the District of Columbia against JUUL, Inc. in litigation arising from the youth vaping epidemic, by the State of New Mexico to prosecute Google's violations of the Children's Online Privacy Protection Act, and as a Special Assistant State's Attorney for Illinois and the District of Columbia in litigation against Facebook arising from the Cambridge Analytica scandal.
- ▶ In privacy- and tech- related class actions, Eli litigated more than dozen of the earliest cases under the Illinois Biometric Information Privacy Act, reaching record-breaking settlements against both employers who had collected employee biometric data without consent and vendors of biometric timeclocks. After litigating the matters of first impression in the cases, Eli settled a number of actions in this nascent area of law for funds over \$1,000 per person—amounts unheard of for privacy cases that historically have often settled for no monetary relief to class members—and on a novel model where checks were sent directly to all class members. See, e.g., *Lloyd v. Xanitos, Inc.*, 2018-CH-15351 (Cir. Ct. Cook Cty.); *Fluker v. Glanbia Performance Nutrition*, 2017-CH-12993 (Cir. Ct. Cook Cty.); *Cornejo v. Amcor Rigid Plastics USA LLC*, 18-cv-7018 (N.D. Ill.). Eli's efforts ensured that other BIPA settlements for employees had to be comparable, and in the wave of employee litigation that followed settlements have largely charted the route he set: funds in the range of \$1,000 per person, on a direct-checks model. Eli went on to lead the litigation in the first-ever BIPA case against a biometric timeclock vendor, which settled for \$25 million and remains the largest settlement with a vendor by several orders of magnitude. *Bernal v. ADP LLC*, 17CH12364 (Cir. Ct. Cook Cty.) In all, Eli has procured more than \$33 million in settlement funds for Illinois employees.
- ▶ Before joining Edelson PC, Eli served as a law clerk to the Honorable Rebecca Pallmeyer of the Northern District of Illinois. Eli has also worked as a Skadden Fellow at Legal Aid Chicago, Cook County's federally-funded legal aid provider. There, Eli represented dozens of low-income tenants in affirmative litigation against their landlords to remedy dangerous housing conditions.
- ▶ Eli received his J.D. magna cum laude from Harvard Law School, where he was an Executive Editor on the Harvard Law and Policy Review and a research assistant to Professor Vicki C. Jackson.



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# Arthur Turner II

Of Counsel

Sponsored legislation to increase economic development and help give loans to small businesses.

Art's practice focuses on consumer and privacy-related class actions and mass tort litigation. Art represents small businesses in insurance-related actions, including dozens of businesses whose business interruption insurance claims were denied by various insurers in the wake of the COVID-19 crisis.

- ▶ After college, Art served as a community organizer and mentor to youth in North Lawndale. He worked as a tax credit analyst and underwriter for the Illinois Housing Development Authority. In 2010, he was elected to serve as the state representative in the 9th House District.
- ▶ As a legislator, Art sponsored legislation to increase economic development and help give loans to small businesses; particularly in areas in need of the greatest economic growth. Art advocated for stronger personal privacy measures to protect consumers and their personal information online. Art's legislative agenda also focused on providing affordable housing for Illinois residents, and access to quality health care for all.
- ▶ Art joined the House Leadership team in 2013 as an Assistant Majority leader. He became Deputy Majority Leader in 2017. Art served as a member of various committees including Executive, Revenue & Finance, Public Utilities, Cybersecurity, Data Analytics & IT, and chairman of the Judiciary – Criminal Law Committee.
- ▶ Art has been recognized for his legislative efforts by a wide variety of advocates and organizations, including being named an Edgar Fellow in 2012.
- ▶ Art graduated with a degree in political science from Morehouse College and received his J.D. from Southern Illinois University School of Law.





# Theo Benjamin

Associate

Led the litigation and settlement of a variety of class action cases alleging claims under federal, state, and local laws.

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Theo's practice focuses on consumer, privacy, and tech-related class actions, and mass tort litigation.

- ▶ Theo is currently litigating several government enforcement actions on behalf of the District of Columbia, including Facebook for its role in the Cambridge Analytica scandal and JUUL Labs for its e-cigarette marketing practices. Theo likewise serves as one of the lead associates responsible for Edelson's discovery efforts in the Facebook and JUUL litigation, where he is responsible for leveraging case assessment techniques including the identification, review, and collection of complex electronic discovery and building trial outlines to discern the specific needs of a case.
- ▶ Theo is a member of Edelson's COVID-19 Legal Task Force and is currently litigating insurance class actions on behalf of businesses nationwide alleging wrongful denial of claims for business interruption insurance coverage resulting from losses sustained due to the ongoing COVID-19 pandemic
- ▶ Theo received his J.D. from Northwestern Pritzker School of Law, where he served as a Comment Editor for Northwestern's Journal of Criminal Law & Criminology and founded Northwestern's chapter of the International Refugee Assistance Project and helped provide legal aid, representation, and policy research to refugees and asylum seekers undergoing the U.S. resettlement process.



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# Éviealle Dawkins

Associate

Member of the Charles Hamilton Houston National Moot Court Team at Howard University School of Law.

Éviealle's practice focuses on consumer, privacy-related, and tech-related class actions.

- ▶ Currently, Éviealle represents more than one thousand individuals who lost their homes and businesses in the 2018 Northern California Camp Fire. As part of this effort, she leads a team in preparing hundreds of claim submissions to the Fire Victim Trust. Éviealle is also involved in Edelson's environmental practice, representing individuals that were exposed to dangerous levels of ethylene-oxide.
- ▶ Éviealle received her J.D. from Howard University School of Law. As a student attorney in the Fair Housing Clinic, she represented low-income families from wards 6 & 8 in Washington, D.C. in Landlord Tenant Court. In addition to providing holistic legal services to clients, she was involved in community outreach events and led canvassing and know your rights training efforts for public housing residents.
- ▶ She participated in the Thurgood Marshall Clerkship Program at the Maryland Office of the Attorney General. Éviealle spent the summer working in the Civil Rights and Legislative Affairs Divisions where she drafted policy proposals and regularly participated in meetings with high-level staff including the Attorney General.
- ▶ Éviealle participated in the Alternative Dispute Resolution (ADR) Consortium where she observed the ADR process and assisted in mediations as an intern at the Equal Employment Opportunity Commission. While a member of the Charles Hamilton Houston National Moot Court Team, Éviealle competed in the National Telecommunications and Technology Competition. Additionally, she served on the Executive Board of the Student Bar Association.
- ▶ Before law school, Éviealle worked on electoral and issue-based campaigns as the Operations Director and Project Manager for a D.C.-based political consulting firm. She also served as a White House Intern in Spring 2013.



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# Amy B. Hausmann

Associate

Served as a law clerk to the Honorable Michael P. Shea of the U.S. District Court for District of Connecticut.

**Amy's practice focuses on consumer and privacy-related class actions, as well as government enforcement litigation.**

- ▶ Specific to her public client practice, Amy secured preliminary injunction on behalf of the Cities of Cincinnati, Columbus, Dayton, and Toledo in action against FirstEnergy Corp. for alleged violations of the Ohio Corrupt Practices Act, saving the Cities and all Ohio consumers from paying \$170 million per year in added electric bill fees. *City of Cincinnati v. FirstEnergy Corp.*, No. 20 CV 7005 (Ohio Ct. Common Pleas).
- ▶ Amy represents consumers who have suffered losses to illegal interest casinos. Three of those cases recently settled for approximately \$200 million, with damages-adjusted claims rates of 15%-33% and class members recovering up to hundreds of thousands of dollars. The largest of the remaining cases is set for trial in November 2021. See, e.g., *Benson v. DoubleDown Interactive, LLC*, No. 18-cv-525 (W.D. Wash.); *Wilson v. PTT, LLC*, No. 18-cv-5275 (W.D. Wash.); *Reed v. Scientific Games Corp.*, No. 18-cv-565 (W.D. Wash.).
- ▶ Amy received her J.D. from Yale Law School where she participated in the San Francisco Affirmative Litigation Project, a clinic partnering with the San Francisco City Attorney's Office to bring suits challenging unfair and deceptive business practices. She also participated in the Housing Clinic of the Jerome N. Frank Legal Services Organization, defending homeowners in judicial foreclosure proceedings and bringing affirmative suits against mortgage lenders and servicers. She served as Co-Chair of the law school's Clinical Student Board and as a Practical Scholarship Editor on the Yale Law Journal, helping solicit and publish pieces based on legal practice or clinical experience.
- ▶ Before law school, Amy worked as a legal assistant at a plaintiffs' firm in New York City focusing on employment and False Claims Act cases.



# Lily Hough

Associate

A key player in defeating a motion to dismiss claims under the federal Wiretap Act.

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Lily's practice focuses on consumer privacy-related class actions.

- ▶ Lily has extensive experience litigating complex technical issues and novel legal theories in "Internet of Things" privacy cases arising under federal and state laws. For example, in *S.D. v. Hytto, Ltd., d/b/a Lovense*, No. 18-cv-00688 (N.D. Cal.), Lily was a key player in defeating a motion to dismiss claims under the federal Wiretap Act in a class action lawsuit alleging that an adult sex toy company collected highly sensitive data on customer usage. During her first year of practice, Lily briefed and argued a successful opposition to a motion to dismiss in another class action under the federal Wiretap Act, in which she represented users of the Golden State Warriors' mobile application in *Satchell v. Sonic Notify, Inc. d.b.a. Signal 360 et al.*, No. 16-cv-04961 (N.D. Cal.).
- ▶ Lily has also achieved unique victories in efforts to end harassing robocalls to consumers through class action lawsuits under the Telephone Consumer Protection Act ("TCPA"). In 2019, she and co-counsel represented class members in a jury trial that secured a \$925 million verdict in *Wakefield v. Visalus, Inc.*, No. 15-cv-01857 (D. Or.). Lily recently defeated a motion to dismiss TCPA claims and successfully litigated challenging questions of statutory interpretation involving whether job offer solicitations constituted "telemarketing" in *Risher v. Adecco, Inc., et al.*, No. 19-cv-05602 (N.D. Cal.).
- ▶ In 2020, Lily joined the firm's efforts to litigate claims by survivors of childhood sexual abuse against various entities under California's recently enacted AB 218.
- ▶ Lily received her J.D., cum laude, from Georgetown University Law Center. In law school, Lily served as a Law Fellow for Georgetown's first year Legal Research and Writing Program and as the Executive Editor of the Georgetown Immigration Law Journal. She participated in D.C. Law Students In Court, one of the oldest clinical programs in the District of Columbia, where she represented tenants in Landlord & Tenant Court and plaintiff consumers in civil matters in D.C. Superior Court. She also worked as an intern at the U.S. Department of State in the Office of the Legal Adviser, International Claims and Investment Disputes (L/CID).
- ▶ Prior to law school, Lily attended the University of Notre Dame, where she graduated magna cum laude with departmental honors and earned her B.A. in Political Science and was awarded a James F. Andrews Scholarship for commitment to social concerns. She is also a member of the Pi Sigma Alpha and Phi Beta Kappa honor societies.



# Michael Ovca

Associate

Litigating a half-dozen Telephone Consumer Protection Act cases.

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**Michael focuses on consumer, privacy-related and technology-related class actions.**

- ▶ Michael's recent consumer class action work involves bringing claims on behalf of students suing for-profit colleges that used allegedly-fraudulent advertising to lead them to enroll. Michael's environmental practice involves representing individuals who were exposed to ethylene oxide ("EtO") emitted by medical equipment sterilization and chemical manufacturing plants, as well as those exposed to dangerous "forever" chemicals through tainted groundwater that accumulate in the body, ultimately causing cancer. Michael is also litigating a half-dozen Telephone Consumer Protection Act cases brought by recipients of text messages sent by entertainment venues from around the country. In terms of governmental representation, Michael has worked on cases brought by the City of Chicago against Uber; by various cities and towns in Illinois against opiate manufacturers, distributors, and prescribers; and a village seeking to prevent the closure of its hospital.
- ▶ Michael received his J.D. cum laude from Northwestern University, where he was an associate editor of the Journal of Criminal Law and Criminology, and a member of several award-winning trial and moot court teams.
- ▶ Prior to law school, Michael graduated summa cum laude with a degree in political science from the University of Illinois.



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# Emily Penkowski

Associate

Cum laude from Northwestern University  
Pritzker School of Law

Emily's practice focuses on privacy- and tech-related class actions.

- ▶ Emily received her J.D. cum laude from Northwestern University Pritzker School of Law, where she served as an Associate Editor of Northwestern University Law Review and a Problem Writer for the 2020 Julius Miner Moot Court Board. Emily participated in the Bluhm Legal Clinic's Supreme Court Clinic, where she worked on cases before the Supreme Court including *Ritzen Group, Inc. v. Jackson Masonry, LLC*, 140 S. Ct. 582, 584 (2020). She placed on the Dean's List every semester and served on the student executive boards for the Moot Court Society and the Collaboration for Justice, a justice system reform-oriented student group.
- ▶ Emily spent her law school summers at the Maryland Office of the Attorney General and the U.S. Attorney's Office for the Western District of Washington. In the Western District of Washington, Emily assisted in prosecuting cryptocurrency money laundering, cybercrime, and complex frauds. In Maryland, she wrote criminal appeals briefs for the State in the Maryland Court of Special Appeals.
- ▶ Before entering law school, Emily worked as an intelligence analyst for the National Security Agency, in the Office of Counterintelligence & Cyber (previously the NSA/CSS Threat Operations Center) and the Office of Counterterrorism. She analyzed significant, technical, complex, and short-suspense intelligence in support of law enforcement, military, computer network defense, diplomatic, and other intelligence efforts, while serving as a "reporting expert" for over three hundred analysts on an agency-wide project. She also briefed NSA and military leadership on cyber and counterintelligence threats to the U.S. government and military.
- ▶ As a digital network analyst, Emily increased intelligence coverage on a counterterrorism target through social network analysis, including eigenvector and cluster analysis, used metric databases to manage and prioritize intelligence collection, and worked with collectors to streamline data flows and eliminate duplicative sources of information.
- ▶ Emily received her Bachelor of Science in International Studies, specializing in Security and Intelligence, at Ohio State. She also received minors in Computer and Information Science and Mandarin Chinese. She began learning Mandarin in high school. During college, Emily interned at the National Security Agency, in the Office of Counterproliferation, and at Huntington National Bank, on its Anti-Money Laundering and Bank Secrecy Act team.



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# Albert J. Plawinski

Associate

Works on the development of environmental mass tort and mass action cases.

Albert identifies and evaluates potential cases and works with the firm's computer forensic engineers to investigate privacy violations by consumer products and IoT devices. Albert also works on the development of the environmental mass tort and mass action cases, including preparing lawsuits on behalf of (1) victims of the California Camp Fire—the largest and most devastating fire in California's history; (2) individuals exposed to toxic chemicals in their drinking water; and (3) individuals exposed to carcinogenic ethylene oxide.

- ▶ Albert received his J.D. from the Chicago-Kent College of Law. While in law school, Albert served as the Web Editor of the Chicago-Kent Journal of Intellectual Property. Albert was also a research assistant for Professor Hank Perritt for whom he researched various legal issues relating to the emerging consumer drone market—e.g., data collection by drone manufacturers and federal preemption obstacles for states and municipalities seeking to legislate the use of drones. Additionally, Albert earned a CALI award for receiving the highest course grade in Litigation Technology.
- ▶ Prior to law school, Albert graduated with Highest Distinctions with a degree in Political Science from the University of Illinois at Urbana-Champaign.



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# Brandt Silver-Korn

Associate

Focuses on class and mass actions and large-scale governmental suits.

Brandt's practice focuses on class and mass actions and large-scale governmental suits. His current clients include families who lost their homes and businesses in the Camp Fire, communities that have been severely impacted by the opioid epidemic, and consumers who have suffered gambling losses to illegal internet casinos.

- ▶ Brandt represents over 1,000 victims, from residents to business owners, who suffered the devastating loss of their homes, property, and loved ones in the 2018 Camp Fire. The lawsuit alleges that the fire was caused by PG&E's equipment, resulting from PG&E's failure to maintain their electrical infrastructure in Butte County. The case resulted in a historic \$13.5 billion settlement.
- ▶ Brandt represents consumers in seven class action lawsuits alleging that various online "social casinos" violate state gambling laws. Brandt has taken a leading role both in discovery and in briefing in these cases, and recently provided live testimony to the Washington State Legislature.
- ▶ Brandt serves as counsel for the State of Idaho in the State's opioid litigation, where he is part of the team spearheading lawsuits against the nation's leading manufacturers and distributors of opioid products.
- ▶ Brandt received his J.D. from Stanford Law School, where he was awarded the Gerald Gunther Prize for Outstanding Performance in Criminal Law, and the John Hart Ely Prize for Outstanding Performance in Mental Health Law. While in law school, Brandt was also the leading author of several simulations for the Gould Negotiation and Mediation Program.
- ▶ Prior to law school, Brandt graduated summa cum laude from Middlebury College with a degree in English and American Literatures.





# Schuyler Ufkes

Associate

Currently litigating consumer class actions on behalf of employees under the Illinois Biometric Information Privacy Act

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**Schuyler focuses on consumer and privacy-related class actions.**

- ▶ Schuyler is currently litigating nearly a dozen consumer class actions on behalf of employees under the Illinois Biometric Information Privacy Act ("BIPA") for their employers' failure to comply with the Act's notice and consent requirements before collecting, storing, and in some instances disclosing their biometric data. Schuyler is also litigating several Telephone Consumer Protection Act cases brought by recipients harassing debt-collection calls as well as spam text messages.
- ▶ Schuyler received his J.D. magna cum laude, and Order of the Coif, from the Chicago-Kent College of Law. While in law school, Schuyler served as an Executive Articles Editor for the Chicago-Kent Law Review and was a member of the Moot Court Honor Society. Schuyler earned five CALI awards for receiving the highest grade in Legal Writing II, Legal Writing III, Pretrial Litigation, Supreme Court Review, and Professional Responsibility.
- ▶ Prior to law school, Schuyler graduated with High Honors from the University of Illinois Urbana-Champaign earning a degree in Consumer Economics and Finance.



# Jacob Wright

Director of Public Policy

Advises federal, state, county, and local government officials on a variety of issues.

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Jacob is part of the firm's Public Client and Government Affairs Group. Jacob advises federal, state, county, and local government officials on a variety of issues involving consumer protection, data security, privacy, and technology. Jacob's work includes working alongside numerous public interest organizations and non-governmental organizations to defend current law and advocate for the adoption of new laws that better protect consumers.

- ▶ Jacob has testified multiple times before committees in both the Illinois House of Representatives and the Illinois Senate. He has also guest lectured at the Chicago-Kent College of Law and is frequently asked to speak at town halls, public forums, and conferences involving issues such as privacy, net neutrality, data security, and technology.
- ▶ Prior to joining Edelson PC, Jacob was Assistant Counsel to the Speaker of the Illinois House of Representatives where he was tasked with reviewing and drafting legislation, analyzing bills, providing memoranda and analyses on legislative matters to House leadership, and assisting House members with committee testimony and floor debate.
- ▶ Jacob received his B.A. in Government and Middle Eastern Studies from the University of Texas at Austin, received his MA in International Affairs from the American University School of International Service, and graduated cum laude from American University Washington College of Law. During law school, he clerked for the Honorable Sally D. Adkins of the Maryland Court of Appeals and worked in the Office of U.S. Senator Richard J. Durbin.
- ▶ Jacob is a Member of the Equality Illinois Political Action Committee as well as a Next Generation Board Member of La Casa Norte.



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# Shawn Davis

Director of Digital Forensics

Experience testifying in federal court, briefing members of U.S. Congress on Capitol Hill.

Shawn leads a technical team in investigating claims involving privacy violations and tech-related abuse. His team's investigations have included claims arising out of the fraudulent development, marketing, and sale of computer software, unlawful tracking of consumers through digital devices, unlawful collection, storage, and dissemination of consumer data, large-scale data breaches, receipt of unsolicited communications, and other deceptive marketing practices.

- ▶ Shawn has experience testifying in federal court, briefing members of U.S. Congress on Capitol Hill, and is routinely asked to testify before legislative bodies on critical areas of cybersecurity and privacy, including those impacting the security of our country's voting system, issues surrounding children's privacy (with a special emphasis on surreptitious geotracking), and other ways data collectors and aggregators exploit and manipulate people's private lives. Shawn has taught courses on cybersecurity and forensics at the undergraduate and graduate levels and has provided training and presentations to other technology professionals as well as members of law enforcement, including the FBI.
- ▶ Shawn's investigative work has forced major companies (from national hotel chains to medical groups to magazine publishers) to fix previously unrecognized security vulnerabilities. His work has also uncovered numerous issues of companies surreptitiously tracking consumers, which has led to groundbreaking lawsuits
- ▶ Prior to joining Edelson PC, Shawn worked for Motorola Solutions in the Security and Federal Operations Centers as an Information Protection Specialist. Shawn's responsibilities included network and computer forensic analysis, malware analysis, threat mitigation, and incident handling for various commercial and government entities.
- ▶ Shawn is an Adjunct Industry Associate Professor for the School of Applied Technology at the Illinois Institute of Technology (IIT) where he has been teaching since December of 2013. Additionally, Shawn is a faculty member of the IIT Center for Cyber Security and Forensics Education which is a collaborative space between business, government, academia, and security professionals. Shawn's contributions aided in IIT's designation as a National Center of Academic Excellence in Information Assurance by the National Security Agency.
- ▶ Shawn graduated with high honors from the Illinois Institute of Technology with a Masters of Information Technology Management with a specialization in Computer and Network Security. During graduate school, Shawn was inducted into Gamma Nu Eta, the National Information Technology Honor Society.

Hearing Date: No hearing scheduled  
Location: <<CourtRoomNumber>>  
Judge: Calendar, 14

FILED  
2/2/2022 9:33 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2019CH07319  
Calendar, 14  
16553106

FILED DATE: 2/2/2022 9:33 PM 2019CH07319

# Exhibit 3

1 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
2 COUNTY DEPARTMENT - CHANCERY DIVISION  
3

4 1050 WEST COLUMBIA )  
5 CONDOMINIUM ASSOCIATION, )  
6 an Illinois non-profit ) No. 19 CH 07319  
7 organization; RBBZ, LLC, a ) Calendar 14  
8 California Limited )  
9 Liability Company; MJM ) Honorable  
10 VISIONS, LLC, a California ) Sophia H. Hall  
11 Limited Liability Company, )  
12 and KAY-KAY REALTY CORP, )  
13 an Arizona corporation, )  
14 Individually and on behalf )  
15 of All Others Similarly )  
16 Situated, )

17 Plaintiffs, )

18 -vs- )

19 CSC SERVICEWORKS, a )  
20 Delaware corporation, )  
21 Defendants. )

22 TRANSCRIPT OF PROCEEDINGS had via Zoom in the  
23 above-entitled cause on the 25th day of October,  
24 A.D. 2021, at 1:30 p.m.

1 APPEARANCES:

2  
3 EDELSON, PC,  
4 (350 North LaSalle Drive,  
5 Chicago, Illinois 60654,  
6 312-589-6370), by:

7 MR. MICHAEL OVCA,  
8 movca@edelson.com,  
9 MR. BENJAMIN H. RICHMAN,  
10 brichman@edelson.com,

11 appeared via Zoom on behalf of  
12 Plaintiffs and in the Proposed  
13 Settlement Class;

14  
15 LAW OFFICES OF MICHAEL R. KARNUTH,  
16 (20 North Wacker Drive, Suite 1300,  
17 Chicago, Illinois 60606,  
18 312-606-0500), by:

19 MR. MICHAEL R. KARNUTH,  
20 appeared via Zoom on behalf of  
21 Plaintiffs in the Punitive  
22 Settlement Class;

1 APPEARANCES: (Continued)

2

3 SHOOK HARDY & BACON, LLP,  
4 (2555 Grand Boulevard,  
5 Kansas City, Missouri 64108,  
6 816-474-6550), by:

7 MR. PAUL A. WILLIAMS,

8 pwilliams@shb.com,

9 MS. MOLLY S. CARELLA,

10 mcarella@shb.com,

11 appeared on behalf of Defendants

12 CSC ServiceWorks.

13

14

15

16

17

18

19

20

21

22

23 REPORTED BY: LISA C. HAMALA,

24 Illinois CSR No. 84-3335.

1 (HEARING START TIME: 1:30 p.m.)

2 THE COURT: Are we going to share screen?  
3 Because I have not gotten it.

4 MR. OVCA: We sent it at 12:30.

5 THE COURT: I don't know if they got to it  
6 yet.

7 All right. I will get it.

8 MR. RICHMAN: We can share screen.

9 THE COURT: Hang on. Let me just find out  
10 where it is.

11 (WHEREUPON, there was a short  
12 interruption.)

13 THE COURT: Okay. I have it, so you don't  
14 have to share it.

15 I'm looking at the updated Notice  
16 documents.

17 MR. WILLIAMS: Exhibit B.

18 THE COURT: Yes. Start with that.

19 "So the suspension will remain in place  
20 until the lease is renewed, or you sign a new  
21 lease."

22 You know better, but that can go on for  
23 more than two years from the date of this order, is  
24 that correct?



1 MR. WILLIAMS: It could.

2 THE COURT: That's what the first paragraph,  
3 pre-trigger Notice says.

4 "Suspension will remain in effect until  
5 the lease is renewed, or you sign a new lease."

6 MR. RICHMAN: As opposed to the rate cap,  
7 which is in the next paragraph.

8 THE COURT: Okay. Or the next section.

9 MR. RICHMAN: Yes.

10 THE COURT: The next paragraph is about the  
11 freezing.

12 "When their lease does come up for  
13 renewal or replacement, or a new lease, that fee  
14 will continue. But the rate of the fee will be  
15 frozen for the two years beginning approximately 30  
16 days after final approval hearing."

17 MR. RICHMAN: There, I will say we tried to  
18 make that language about the effective date more  
19 understandable, lay terms, which is why we phrased  
20 it that way.

21 THE COURT: Yes. I have no problem with that.  
22 I was just thinking about the freezing of the rate  
23 for two years and for people whose lease may not  
24 come up.

1 I don't know if you have any leases that  
2 go for extended periods.

3 MR. WILLIAMS: There are some, and the terms  
4 vary.

5 Suspension would be in place until they  
6 sign a new lease, or don't and go away.

7 THE COURT: So they may end up with that  
8 suspension for a longer period.

9 MR. WILLIAMS: Yes.

10 THE COURT: Then third paragraph is simply  
11 making a paragraph out of that last sentence.

12 MR. RICHMAN: Which we agree, of course, that  
13 it is helpful to set it apart so people see there  
14 is also this other significant benefit to the  
15 settlement.

16 THE COURT: It would seem that the last  
17 sentence in that third paragraph is not a part of  
18 the "waive right to collect around \$197.5 million."

19 Maybe that sentence should be separated,  
20 because it doesn't have anything to do with the  
21 sentence preceding it.

22 MR. RICHMAN: I see that. Okay. Makes sense.

23 THE COURT: Yes. Okay. It applies to  
24 everything "has agreed to waive."

1           Agreeing to waive is just almost  
2 separate from anything that has to do with renewal  
3 and replacement.

4           "Anything to do with the rate freeze or  
5 waiver" -- yes. Okay. Yes. I got it. Got it.

6           But it should be a separate sentence.

7           MR. RICHMAN: We will press Return a couple  
8 times and separate it.

9           THE COURT: Next is in Exhibit C. The  
10 beginning.

11           "This is a New Notice describing New  
12 Benefits you might be entitled to" -- that's such a  
13 long sentence.

14           MR. RICHMAN: Perhaps we can break it out,  
15 Your Honor.

16           The top part could be "This is a New  
17 Notice describing New Benefits from an amended  
18 class action settlement. You may be entitled to  
19 relief from an amended" -- under that.

20           Would that work?

21           THE COURT: Yes --

22           MR. RICHMAN: Maybe while making these edits,  
23 is it possible for Mr. Ovca to share his screen.  
24 Then as we make the suggestions, we can put them

1 up.

2 THE COURT: For me, writing it out puts it in  
3 my brain better than reading.

4 MR. RICHMAN: Me, too. I keep a notebook and  
5 pen near by at all times. I'm the same way.

6 THE COURT: Okay. You might do "This is a New  
7 Notice describing New Benefits that you might be  
8 entitled to from an amended class action  
9 settlement.

10 The settlement involves CSC ServiceWorks  
11 deduction of an administrative fee from your  
12 laundry rooms" -- I think that could do it.

13 MR. RICHMAN: Works from our perspective.

14 MR. WILLIAMS: Our end, as well.

15 THE COURT: Okay.

16 MR. RICHMAN: If I may, I don't know if we  
17 looked at the top of Exhibit B, which includes the  
18 Subject line of the e-mail and similar language  
19 that Your Honor just read.

20 We could make that same change there.

21 THE COURT: Yes.

22 MR. RICHMAN: Okay.

23 THE COURT: That's the headline that gets them  
24 to read it.

1 MR. RICHMAN: We will apply that same change  
2 at the top of Exhibit B then, also.

3 THE COURT: I don't know if we want to go  
4 crazy and underline "New" both times, but that  
5 would really make that jump out.

6 "This is a New Notice describing New  
7 Benefits."

8 If you underscore the "New," that double  
9 hits it. Really hits them over the head.

10 MR. RICHMAN: Fine by us, of course.

11 MR. WILLIAMS: Works for us.

12 THE COURT: I think overdoing helps in this  
13 one, because this is a very complex situation. It  
14 is so unusual.

15 Okay. Underscore the "New," and use  
16 that same heading for wherever that kind of  
17 language is.

18 MR. RICHMAN: Top of Exhibit B for sure.

19 MR. WILLIAMS: We can incorporate that same  
20 separate sentence in Exhibit C that you separated  
21 out from B, also.

22 We will carry that change over.

23 MR. RICHMAN: Same headline, as Your Honor put  
24 it, on all those documents.

1 THE COURT: If we wanted to, in the  
2 Supplemental Notices, to inform that "Amended  
3 settlement has been reached," blah, blah, blah,  
4 "You may have previously received a Notice in  
5 connection with this case. The parties have  
6 decided to update the settlement in certain ways  
7 that they believe will further benefit you."

8 How about that?

9 MR. RICHMAN: Sure. Okay. I see that.

10 To be clear for the record, that's the  
11 first paragraph in Exhibit C?

12 THE COURT: That's what I'm looking at. Yes.

13 MR. RICHMAN: Got it.

14 MR. WILLIAMS: We can copy that same edit into  
15 Exhibit B in that same first paragraph.

16 THE COURT: Good. See, six eyes are better  
17 than two.

18 MR. RICHMAN: My eyes are not that good  
19 anymore, so I will take all the help I could get.

20 THE COURT: I wear glasses, so I should say  
21 eight.

22 So underscore the "Further," again,  
23 because that encourages them to keep reading. They  
24 will see things they saw before, and I don't want

1 them to stop reading. If they even read it before.

2 MR. RICHMAN: Yes. Make sure they grab as  
3 much as possible.

4 THE COURT: Does that time period show up  
5 anyplace else from the 30 days after the approval?

6 Does that two-year time period appear  
7 anywhere else in the language?

8 MR. OVCA: We carried the proposed edit  
9 through to all the other times where the two-year  
10 time period is mentioned.

11 That also shows up in Exhibit C and D.

12 THE COURT: Okay. Going to D now.

13 It is interesting in C you said "Provide  
14 New Benefits."

15 That's okay.

16 MR. OVCA: We can change that to be "Further"  
17 and underline that.

18 THE COURT: Consistency helps ring the bell  
19 three times.

20 Let's use "Further." That connects it  
21 to what happened before rather than New.

22 The change we just made with respect to  
23 the so-called last sentence between the trigger and  
24 the clean slate, that last sentence --

1 MR. OVCA: We will break that out.

2 THE COURT: I love it. Supplemental -- I  
3 didn't read that.

4 MR. OVCA: Again, in this section, we propose  
5 putting "Further" again.

6 THE COURT: Yes. "Will Further Benefit you."

7 Right. Maybe this is where "Will get  
8 benefits sooner rather than later" -- no.

9 I don't think we have to hit "Further"  
10 in that paragraph.

11 Well, that's global in terms of any  
12 settlement. The amended settlement is still a  
13 reason for avoiding risks and expenses associated.

14 So I think that stands well in that  
15 case.

16 Okay. This is called "Rate Suspension."  
17 That strikes me as new.

18 Did we call it "Rate Suspension" in  
19 those other paragraphs?

20 MR. OVCA: We talk about the suspension.

21 THE COURT: But did you call it "Rate  
22 Suspension"? I don't think you did.

23 MR. OVCA: For the FAQ the intention was to  
24 break out like we do in the briefs every sort of



1 those key areas.

2 THE COURT: D is a larger statement about what  
3 was going on.

4 MR. OVCA: That's the long form Notice that  
5 will be included in a pdf document.

6 Then also as FAQ's that the class  
7 members could click on the settlement website to  
8 get any more information about any one of these  
9 questions.

10 After this morning's hearing, the two  
11 primary ones we edited were FAQ 6 and 8. Those are  
12 the ones that talked most about the suspension and  
13 the freeze.

14 THE COURT: Okay. The suspension of the  
15 administrative fee had nothing really to do with  
16 the rate.

17 MR. WILLIAMS: Would it help instead of "Rate  
18 Suspension" on FAQ 6 to call it a "Fee Suspension"?

19 THE COURT: Well, yes, because suspension  
20 talks about the fee, whatever it is. The rate does  
21 talk about the amount.

22 I had not thought about that distinction  
23 before.

24 MR. RICHMAN: It is the Fee Suspension and the

1 Rate Freeze.

2 THE COURT: Yes.

3 MR. WILLIAMS: Maybe under 6, instead of "Rate  
4 Suspension," we can call it "Fee Suspension."

5 THE COURT: Yes. Yes. When I was reading it,  
6 I thought this was a new term. You have to call  
7 the same thing the same thing everywhere, or they  
8 will think it is something different.

9 We are not writing fiction here for  
10 effect.

11 MR. WILLIAMS: Michael, I noticed on "Rate  
12 Freeze," Part 6, we may also want to match the  
13 language from before. The 30 days reference.  
14 "Approximately 30 days."

15 MR. OVCA: Oh. Yes.

16 MR. WILLIAMS: We will make it match B and C.

17 MR. OVCA: "Administrative Fee Suspension,"  
18 and then the 30 days will match, as well.

19 THE COURT: I think the rest is the procedures  
20 concerning rejections, blah, blah, blah, as far as  
21 I could tell.

22 One of my law clerks was familiarizing  
23 me more with the Search function used to get to  
24 places in a multi-page document using the same

1 language.

2 Do you guys use that?

3 MR. RICHMAN: Oh, yes. It's very helpful.

4 THE COURT: Am I done here?

5 MR. OVCA: The only other one, in case you  
6 want to put eyes on it, is FAQ No. 8.

7 Exhibit D Question 8.

8 I added the same language we talked  
9 about above, the 9.75 percent for two years  
10 beginning approximately 30 days after the final  
11 approval.

12 THE COURT: Yes. Thank you for finding that.

13 MR. OVCA: That's the only other edit we had  
14 that we otherwise didn't talk about this afternoon.

15 THE COURT: You guys must be blind over this.  
16 I would go blind. I need fresh eyes.

17 Okay. That's it for me.

18 MR. WILLIAMS: Do we want to review the  
19 proposed preliminary approval order?

20 That was also e-mailed over.

21 THE COURT: Yes. I have it.

22 Did you at the end include the little  
23 box where you could find all the dates -- no. You  
24 didn't.

1 STATE OF ILLINOIS )

2 ) SS:

3 COUNTY OF C O O K )

4 I, LISA C. HAMALA, a Certified Shorthand  
5 Reporter of the State of Illinois, do hereby  
6 certify that I reported in shorthand the  
7 proceedings had at the hearing aforesaid, and that  
8 the foregoing is a true, complete and correct  
9 transcript of the proceedings of said hearing as  
10 appears from my stenographic notes so taken and  
11 transcribed under my personal direction.

12 IN WITNESS WHEREOF, I do hereunto set my  
13 hand at Chicago, Illinois, this 20th day of  
14 December, 2021.

15 *Lisa Christina Hamala*

16  
17 Certified Shorthand Reporter  
18 C.S.R. Certificate No. 84-3335.

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Hearing Date: No hearing scheduled  
Location: <<CourtRoomNumber>>  
Judge: Calendar, 14

FILED  
2/2/2022 9:33 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2019CH07319  
Calendar, 14  
16553106

FILED DATE: 2/2/2022 9:33 PM 2019CH07319

# Exhibit 4

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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

1050 WEST COLUMBIA  
CONDOMINIUM ASSOCIATION, an  
Illinois non-profit organization; RBB2,  
LLC, a California limited liability  
company; MJM VISIONS, LLC, a  
California limited liability company;  
and KAY-KAY REALTY, CORP., an  
Arizona corporation, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

CSC SERVICEWORKS, INC., a Delaware  
corporation,

Defendant.

Case No. 2019-CH-07319

CLASS ACTION

**DECLARATION OF SETTLEMENT  
ADMINISTRATOR RE: NOTICE AND  
CLAIMS PROCEDURES**

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I, Alex Thomas, declare and state as follows:

1. I am a Senior Project Manager with KCC Class Action Services, LLC (“KCC”), located at 462 South 4<sup>th</sup> Street in Louisville, Kentucky. Pursuant to the Preliminary Approval Order (the “Preliminary Approval Order”) dated October 25, 2021, the Court appointed KCC as the Settlement Administrator in connection with the proposed Settlement of the above-captioned Action.<sup>1</sup> I have personal knowledge of the matters stated herein and, if called upon, could and would testify thereto.

#### **CLASS LIST**

2. On November 3, 2021, KCC received from Counsel for the Defendant a list of 84,760 records identified as the Class List. The Class List included Account Names, Account Numbers, Payee Names, Payee numbers, Payee address information, and email addresses. KCC formatted the list for mailing purposes, removed 1,257 duplicate records, removed 34 bad addresses, and processed the names and addresses through the National Change of Address Database (“NCOA”) to update any addresses on file with the United States Postal Service (“USPS”).

#### **NOTICE**

3. On November 12, 2021, KCC caused the Supplemental Notice to be printed and mailed to the 83,469 property names and mailing addresses in the Class List. A true and correct copy of the mailed Supplemental Notice is attached hereto as Exhibit A.

4. Since mailing the Supplemental Notice to the Settlement Class Members, KCC has

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<sup>1</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Amended Stipulation of Class Action Settlement, (the “Stipulation”) and/or the Preliminary Approval Order.

1 received 915 Supplemental Notices returned by the USPS with undeliverable addresses. 98.9% of  
2 the mailed Supplemental Notices were successfully delivered.

3 5. On November 15, 2021, KCC also caused the Supplemental Notice to be emailed to  
4 the 1,772 accounts that had valid email addresses in the Class List. A true and correct copy of the  
5 emailed Supplemental Notice is attached hereto as Exhibit B.

### 6 SETTLEMENT WEBSITE

7  
8 6. On November 1, 2021, KCC established the Settlement Website  
9 www.CSCAdminfeesettlement.com dedicated to this matter to provide information to the  
10 Settlement Class Members and to answer frequently asked questions. The website URL was set  
11 forth in the Supplemental Notice. Visitors of the Settlement Website can download copies of the  
12 First Amended Class Action Complaint, Amended Settlement Agreement, Preliminary Approval  
13 Order, Final Court-Approved Notice, Long Form Supplemental Notice, Claim Form, Motion for  
14 Preliminary Approval, and the Motion for Attorneys' Fees and Supporting Documents. Visitors  
15 can also submit claims online. There have been 6,344 unique visitors to the Settlement Website  
16 from November 1, 2021 through December 20, 2022.

### 17 CLAIM FORMS

18  
19 7. The postmark deadline for Settlement Class Members to file claims in this matter  
20 was December 20, 2021. To date, KCC has received 6,214 claims filed electronically from  
21 November 15, 2022 through December 20, 2022. To date, KCC has received 635 paper claim  
22 forms postmarked from November 15, 2021 through December 20, 2022.

23  
24 8. Lead Class Counsel and Defendant's Counsel have represented to me that the  
25 original settlement in this matter resulted in approximately 4,092 Option 1 Election Forms.  
26 Combined with the claims received by KCC, this amounts to a total of approximately 10,941 claims  
27 submitted.  
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**REPORT ON EXCLUSION REQUESTS RECEIVED TO DATE**

9. The Supplemental Notice informs Settlement Class Members that requests for exclusion from the Class must be postmarked no later than December 20, 2021. As of the date of this declaration, KCC has received 15 requests for exclusion.

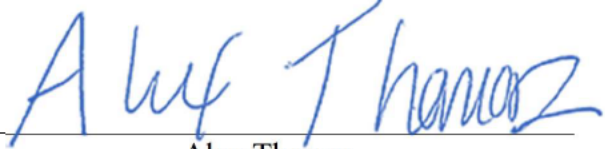
10. Lead Class Counsel and Defendant’s Counsel have represented to me that there were approximately 113 requests for exclusion in the original settlement in this matter. Combined with the 15 requests for exclusion received by KCC, this amounts to a total of approximately 128 exclusions.

**OBJECTIONS TO THE SETTLEMENT**

11. The postmark deadline for Class Members to object to the settlement was December 20, 2021. As of the date of this declaration, KCC has received 0 objections to the settlement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 2, 2022.

  
\_\_\_\_\_  
Alex Thomas

# **EXHIBIT A**

# CWC

«3of9 barcode »

«BARCODE»

Postal Service: Please do not mark barcode

CWC «Claim Number»

«Company1»

«Company2»

«ADDRESS LINE 1» «ADDRESS LINE 2»

«CITY», «STATE»«PROVINCE» «POSTALCODE»

«COUNTRY»

Claim ID: <<ClaimNumber>>

PIN: <<WEB PIN NUMBER>>

AccountName: <<AccountName>>

AccountNumber: <<AccountNumber>>

Payee Number: <<Payee Number>>

New Legal Notice of New Benefits in Amended Class Action Settlement – *1050 W. Columbia Condominium Association, et al. v. CSC ServiceWorks, Inc.*, Case No. 2019-CH-07319 (Cook Cty. Ill. Cir. Ct.)

**THIS IS A NEW NOTICE DESCRIBING NEW BENEFITS YOU MIGHT BE ENTITLED TO FROM AN AMENDED CLASS ACTION SETTLEMENT. THE SETTLEMENT INVOLVES CSC SERVICEWORKS, INC.’S DEDUCTION OF AN ADMINISTRATIVE FEE FROM YOUR LAUNDRY ROOM’S GROSS COLLECTIONS.**

This Supplemental Notice is to inform you that an Amended Settlement has been reached in a class action lawsuit claiming that Defendant CSC ServiceWorks, Inc. (“CSC”), a laundry services provider, deducted an Administrative Fee amounting to 9.75% of lessors’ gross collections. While you may have previously received a notice in connection with this case, the Parties have decided to update the settlement in certain ways that they believe will further benefit you and the other Settlement Class Members. This Court-approved Notice explains the Amended Settlement and relief available under it. Plaintiffs claim that the Administrative Fee breached their lease agreements. CSC asserts the fee is necessary and legally warranted and denies it violated the agreements.

**Am I a Settlement Class Member?** Our records indicate you may be a Settlement Class Member. You’re eligible if you had an existing laundry lease with CSC on May 1, 2017, and were assessed or subject to—i.e., even if one wasn’t collected—one or more Administrative Fee deductions amounting to approximately 9.75% of your laundry room equipment’s gross collections.

**What Can I Get?** If you submit a valid claim, you will get a settlement payment equal to half (50%) of your share of the Administrative Fees paid in connection with the laundry lease agreement in effect at your property in May 2017. In addition, if you submit a valid claim, CSC will also stop charging the Administrative Fee if your laundry lease agreement existing as of May 1, 2017 has not yet renewed or been replaced with a new lease. That suspension will remain in place until the lease is renewed or you sign a new lease.

For those Settlement Class Members with renewed, replaced, or new leases after CSC disclosed the Administrative Fee in May 2017, that fee will continue, but the rate of the fee will be frozen at 9.75% for two years beginning approximately 30 days after the Final Approval Hearing, discussed below.

CSC has also agreed to waive its right to seek to collect around \$197.5 million it claims it is owed from lessors in uncompensated expenses and deficits owed in rent payments.

You do not need to file a claim to receive the rate freeze or waiver of CSC’s claims against you.

FILED DATE: 2/2/2022 9:33 PM 2019CH07319

New Legal Notice of New Benefits in Amended Class Action Settlement – *1050 W. Columbia Condominium Association, et al. v. CSC ServiceWorks, Inc.*, Case No. 2019-CH-07319 (Cook Cty. Ill. Cir. Ct.)

**How Do I Get Benefits?** If you want a settlement payment and Administrative Fee suspension (if eligible), you must submit a timely and complete Claim Form for each eligible property (i.e., a property with an existing laundry lease agreement with CSC on May 1, 2017) **no later than December 20, 2021**. You can submit a Claim Form by going to [www.cscadminfeesettlement.com](http://www.cscadminfeesettlement.com). The amount you are due will be mailed to you via check. You do not need to do anything if you previously submitted an Option 1 Election Form for the initially proposed settlement. You also do not need to do anything to receive the rate freeze or waiver of CSC’s claims.

**What are My Other Options?** You may exclude yourself from the Class by sending a letter to the Settlement Administrator (at the address below) postmarked by **December 20, 2021**. If you exclude yourself, you cannot get Amended Settlement benefits or the release of claims against you, or object to the Amended Settlement, but you keep any rights you may have to sue CSC over the legal issues in the lawsuit. If you previously submitted a request for exclusion in connection with the initially proposed settlement, it will be honored unless you decide to submit a Claim Form. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and/or object to the proposed Amended Settlement. Your written objection must be filed with the Court and mailed to the Settlement Administrator, Class Counsel, and CSC’s counsel postmarked no later than **December 20, 2021**. Specific instructions about how to object to, or exclude yourself from, the Amended Settlement are available at [www.cscadminfeesettlement.com](http://www.cscadminfeesettlement.com). If you file a Claim Form or do nothing, and the Court approves the Amended Settlement, you will be bound by all of the Court’s orders and judgments. In addition, your claims against CSC relating to its alleged breach of the laundry lease agreements by collecting the Administrative Fee will be released.

CSC Settlement Administrator  
P.O. Box 43501  
Providence, RI 02940-3501

**Who Represents Me?** The Court has appointed a team of lawyers from Edelson PC, the Law Offices of Michael R. Karnuth, and Edward M. Burnes, Attorney at Law to represent the Class. These attorneys are called “Class Counsel.” You will not be charged any fees for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. 1050 W. Columbia Condo Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp., Settlement Class Members like you, have been appointed by the Court as “Class Representatives.”

**When Will the Court Consider the Proposed Amended Settlement?** The Court will hold the Final Approval Hearing at **11:00 a.m. on February 16, 2022** in Courtroom 2301, Daley Center, 50 West Washington Street, Chicago, IL 60602. At that hearing, the Court will: hear any objections; determine the fairness of the Amended Settlement; decide whether to approve Class Counsel’s request for attorneys’ fees and costs; and decide whether to award the Class Representatives an award for their services in helping to bring and settle this case. CSC has agreed not to oppose any request for attorneys’ fees and costs not exceeding \$5,000,000, and Class Counsel has agreed to seek no more than \$8,000,000, but the Court may award less than these amounts.

**How Do I Get More Information?** For more information, including the full Supplemental Notice, Claim Form, and Amended Settlement Agreement, go to [www.cscadminfeesettlement.com](http://www.cscadminfeesettlement.com), write Class Counsel at 350 N. LaSalle Street, 14th Floor, Chicago, IL 60654, or call them at 1-866-354-3015. If you have any questions about the relief you may be entitled to under the Amended Settlement, contact Class Counsel.

# **EXHIBIT B**

Claim ID: <<ClaimNumber>>  
PIN: <<WEB PIN NUMBER>>  
Account Name: <<AccountName>>  
Account Number: <<AccountNumber>>  
Payee Number: <<Payee Number>>

**THIS IS A NEW NOTICE DESCRIBING NEW BENEFITS YOU MIGHT BE ENTITLED TO FROM AN AMENDED CLASS ACTION SETTLEMENT. THE SETTLEMENT INVOLVES CSC SERVICEWORKS, INC.'S DEDUCTION OF AN ADMINISTRATIVE FEE FROM YOUR LAUNDRY ROOM'S GROSS COLLECTIONS.**

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but you keep any rights you may have to sue CSC over the legal issues in the lawsuit. If you previously submitted a request for exclusion in connection with the initially proposed settlement, it will be honored unless you decide to submit a Claim Form. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and/or object to the proposed Amended Settlement. Your written objection must be filed with the Court and mailed to the Settlement Administrator, Class Counsel, and CSC's counsel postmarked no later than **December 20, 2021**. Specific instructions about how to object to, or exclude yourself from, the Amended Settlement are available at <https://www.cscadminfeesettlement.com>. If you file a Claim Form or do nothing, and the Court approves the Amended Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims against CSC relating to its alleged breach of the laundry lease agreements by collecting the Administrative Fee will be released.

CSC Settlement Administrator  
P.O. Box 43501  
Providence, RI 02940-3501

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